

Summary List of Agreements

We (student participant and family/guardian) agree to:

--Use our technology in ways which do not violate the law and do no physical harm to other technology (such as spamming, spreading viruses, etc.). We agree not to harass or spam other students or instructors.

--Treat other students and the instructors supportively and we agree to not interrupt others' learning.

--Use Zoom (and/or Yaatly, Tabroom, Tabroom's classrooms, Cascade Commons, Forensicstournament.net) and understand we are subject to the privacy policies of these programs.

--Hold Climb the Mountain harmless for injury that is not caused by our negligence or malfeasance.

--Be prepared for classes including having Zoom software, good internet connection, and doing the preparation steps (usually takes 30 minutes) for speeches and/or debates. This preparation is noted on the Afterschool web page which Jim Hanson will share with you and you should bookmark/favorite it.

--Attend and participate in class regularly--each week.

Detailed Information

The agreements below apply to all Climb the Mountain Programs.

Use of Online Services Agreement

For our online instruction, please review these program's Terms of Service and Privacy Policy.

We plan to mostly use Zoom: https://zoom.us/privacy#_Toc44414840

But we may also use Yaatly (especially middle schoolers): <https://info.yaatly.com/legal/pr>
or forensicstournament.net <https://forensicstournament.net/privacy>

We may also (especially for high schoolers) use NSDA Classroom:
<https://www.speechanddebate.org/privacy-policy/> or Cascade Commons
<https://www.cascadecommons.org/showcase> or forensicstournament.net
<https://forensicstournament.net/privacy>

We may also use Pumble or similar, a program much like Slack, that will allow debaters to communicate with each other and our coaches for speech and debate preparation.
<https://pumble.com/privacy>

Please read these policies carefully, let me know if you have any questions, and then sign below to indicate you've read this and allow your child to participate. If you don't agree to

provide consent, unfortunately, you cannot participate in our program because we use these programs for our instruction and events.

Hold Harmless Agreement

- We understand that the participant in the Climb the Mountain Speech and Debate program does so at the participant's own risk.

We means the person or person's digitally signing their names in the Climb the Mountain registration form. The participant is the person that is being registered to participate in the program typically a student.

- We further understand that Climb the Mountain Speech and Debate Foundation and our host facility do not provide any medical insurance coverage for accidental injuries or illness, nor coverage for personal property damage and agree to release and hold harmless Climb the Mountain Speech and Debate Foundation and our host facility from any and all responsibility or liability for any injuries or damages not directly caused by the sole negligence of Climb the Mountain Speech and Debate Foundation and our host facility, its officers, agents, and employees.
- We understand that Climb the Mountain Speech and Debate Foundation and our host facility holds no responsibility for participants who are off-campus.
- We further understand that Climb the Mountain Speech and Debate Foundation and our host facility holds no responsibility for participants who drive a vehicle and holds no responsibility for participants who ride in cars driven by anyone including Climb the Mountain Speech and Debate Foundation or host facility staff members. Except for emergencies, participants will not be directed to drive or to ride in a car driven by anyone.
- We understand the nature of the speech and debate activities and the participant's experience and capabilities, and believe the participant to be qualified to participate in speech and debate. We will inspect the premises, facilities, and equipment to be used or with which the participant may come in contact to ensure it is safe to our satisfaction. We have spoken with the participant about the dangers of the activities and the fact that the participant could—for a variety of known, unknown, foreseeable and unforeseeable reasons, including negligence of the Climb the Mountain Speech and Debate Foundation and its host facility, their employees and volunteers, officers and agents—be injured. Even understanding these risks, we consent to the participant's participation in the speech and debate program and confirm that the participant is willing to participate in the event.
- We accept and assume all risks, and assume all responsibility for the losses, costs and/or damages following an injury related to the program, including disability, paralysis or death, even if caused in whole or in part by the negligence of the following releasees: Climb the Mountain Speech and Debate Foundation, Our Host Facility, its employees and volunteers, officers and agents. My acceptance of these risks includes releasing and agreeing not to sue the releasees. I also agree to indemnify and save and hold harmless the releasees and each of them from any and all litigation expenses, attorney fees, loss, liability, damage, or cost they may incur due to a claim made against any of the releasees identified above based on an injury to the participant, whether the claim is based on the negligence of the releasees or otherwise and whether the claim is made by us, is made on behalf of the participant, or is otherwise made.

Expected Behavior Agreement

The objective of the Climb the Mountain Speech and Debate program is to provide a safe environment for learning. To that end, we expect participants to agree to the following standards of personal behavior. Participants who violate any of the following standards of conduct may have their parents contacted, participation in the institute terminated, and/or lesser penalties imposed as deemed appropriate by the Director of the program. In the below, "I" refers to the participant who will participate in the program.

Note that some of the items below may be more applicable if we hold an in-person event.

LEARNING ENVIRONMENT

1. I will respect the learning environment by not disrupting the educational environment. I will respect others learning, studying, and working.
2. I will respect staff, materials, and physical and virtual spaces.
3. I will treat computers with respect. I will not move, physically alter, or damage computers or any of their parts. I will not use computers nor the network to do damage to others including spam, spyware, hogging bandwidth, engaging in copyright violations, and harassing or threatening others.
4. I will research and speak and debate in an honest and ethical manner. I will not fabricate evidence, plagiarize the work of others, nor purposefully mislabel evidence in a way that dishonestly represents the argument that the author presents.
5. I will respect and support other students, staff, and coaches in the program. I will not demean the efforts of others nor interfere with the effective learning of other students or coaches nor the teaching by the staff.
6. I will be cooperative with staff. I shall abide by staff requests to follow appropriate behavior necessary to the safety and learning of the program.
7. I will attend each class unless I or my parents/guardian/family emails Jim Hanson that I am unable to attend. I will prepare for each session following the guidelines set out on the Climb afterschool web pages.
8. I will refrain from harassing other students and staff including unwanted touching, sexualized comments, picking on people with demeaning comments, and derogatory references to a student based on their race, religion, gender, etc.

HEALTH ISSUES

9. I will maintain my health through good diet and rest, and I will notify the staff if I think I have a health problem that could affect others.
10. I will conduct myself in a safe and cautious manner in order to avoid accidents to others and myself.

11. I will refrain from possessing, using, purchasing, or otherwise being involved in any way with alcohol or illegal drugs or the misuse of chemical substances.

12. Smoking under the age of 18 is illegal in the state of Washington. I understand that I can be fined hundreds of dollars for room air cleaning services if I smoke in or near a building. Further, I will not encourage the use of nor share any tobacco with other participants.

LIVING ISSUES

13. I will remain at any physical location Climb instructs at except if I have an emergency, an institute staff member may take me to the emergency clinic or hospital. I understand that when I leave the Climb instruction physical location under any circumstance, Climb the Mountain and the host facility's liability is removed and I do so at my own risk.

14. I will be on time for class. I understand that staff are required to take attendance and that if I am not there, they are required to text my parents/guardians. If at a physical location, staff are required to spend time searching for me and if they cannot find me that they are required to call security who are then forced to spend time searching for me.

15. If I will leave an in-person program to visit family or friends or for an event, I will give the director 24 hours notice and I will tell the director at the time I depart.

16. I will respect fire codes for the in-person location and will not set off false alarms.

17. I will respect the privacy and property of others and not engage in theft or vandalism. I understand that I will be responsible for the cost of any items that I damage.

18. I will not possess or discharge firearms, weapons, ammunition, fireworks, explosives, and highly flammable materials at any time while at an in-person event.

19. Participants aged 12 and under will need to have parent/guardian sign-in and sign-out for drop-off and pick-up from in-person events.

I understand that staff members have the right to ensure that I will adhere to these standards including by excluding me from functions and/or separating me from others. Further, the director of the program has the right to expel me from the program if he concludes that my presence means that these learning, health, and living issues cannot be assured.

Technology Use Agreement

In order to offer you access to appropriate network and technology resources during your stay, we ask that you read and agree to our below policy that outlines acceptable behavior regarding the use of these resources. The participant, the person being registered to participate in the program, is expected to use our host facility's technology including its wireless access appropriately and for purposes related to the objectives of the Climb the Mountain Speech and Debate Program.

THE PARTICIPANT AGREES TO NOT ENGAGE IN THE FOLLOWING:

- a. Using a computer account that does not rightfully belong to you.
- b. Violating copyright laws and their fair use provisions through inappropriate reproduction or distribution of copyrighted files (including movies, music, computer software, text, and images).
- c. Using technology to gain unauthorized access to other computer systems.
- d. Unauthorized connecting of equipment to a network at an in-person event (this includes that you may NOT create personal hubs, wireless access points and/or routers).
- e. Attempting to break into the system by circumventing data protection schemes or uncovering security loopholes. This includes the wrongful use of programs that are designed to identify security loopholes and/or decrypt intentionally secure data.
- f. Knowingly or negligently performing an act that will interfere with the normal operation of computers, terminals, peripherals, or networks.
- g. Attempting to damage or to place excessive load on a computer system or network by using programs, such as (but not limited to) computer viruses, Trojan Horses, spyware, and worms.
- h. Deliberately wasting or overloading computing or printing resources, or deliberately using excessive bandwidth on the network.
- i. Violating terms of software licensing agreements.
- j. Using host facility resources for non-academic commercial activity such as creating products or services for sale, without express host facility approval.
- k. Using electronic mail, social media, workspace software, or other Information Technology resources to abuse, harass, or intimidate members of the community on any basis including race, ethnic origin, creed, gender or sexual orientation. Users are reminded that sexually suggestive materials displayed in public places, the classroom, or the workplace may constitute sexual harassment.
- l. Propagating mass mailings with the intent of flooding ("spamming or bombing") the accounts of others.
- m. Forging the identity of a user or machine in an electronic communication.
- n. Transmitting or reproducing materials that are slanderous or defamatory, or that otherwise violate existing laws or host facility regulations.
- o. Setting up a domain on a computer located at an in-person location network without express authorization from the host facility.
- p. Attempting to wrongfully monitor or tamper with another user's use of technology (such as reading, copying, changing, or deleting another user's files or software) without the knowledge and agreement of the owner.
- q. Video or audio recording and sharing those recordings of other debaters or instructors without their written consent.

Specifically for the Climb the Mountain Speech and Debate Program, the participant is expected to:

- Use any server/Google docs/etc. for sharing speech and debate materials and not for mp3's, videos, large graphic files, etc.
- Regularly and at short intervals, back up speech and debate work.
- Use other people's documents and folders ONLY if you have their permission.
- Assure that the participant's personal computer has the latest Windows/Mac/Chrome/Linux updates. If you do not have these, the participant should contact the program director for help in updating these files.
- Assure that the participant's personal computer has updated Anti-virus, Anti-spyware, etc. protection. See the program director for more information.
- Use the latest version of Chrome, Edge, Firefox, or Safari (note--when using Yaarly or Cascade Commons--you should use Chrome only).
- Do NOT Share your personal username or password.
- As a whole, use the computer access as a responsible user who does not interfere with nor damage the computer system nor other participants' computer access and who does not harass others through the computer system.

Violations of these policies are addressed subject to the discretion of the Director of the Program but if serious could be grounds for expulsion.