



Public Programs Participant Waiver

We welcome you, the undersigned (“Participant”) to the California Academy of Sciences (“Academy”), and your participation in the Academy’s Public Program Event (“Event”) from/on

_____.

Participant agrees, on behalf of Participant, its contractors, subcontractors, vendors, agents, invitees and guests, and the respective officers, directors, trustees and employees of any such persons (collectively, the “Participant Parties”), that any and all services performed and participation in the Event shall be done so in a professional and workmanlike manner.

During the Event, Participant may not sell any items, or conduct any raffles or contests wherein Participant collects money from Academy guests to enter such raffle or contest. However, with the Academy’s prior permission, Participant may conduct a free raffle, but cannot advertise any such raffle/contest outside the Event. Participant may have Academy guests voluntarily provide email addresses/contact information in order to obtain additional business information from Participant.

Participant represents and warrants to Academy that Participant has all permission, licenses, rights, and title to offer its services. Participant further represents and warrants to Academy that Participant has and will comply with all federal, state, and local laws and regulations governing Participant's offering of services at the Event. Participant understands that the fact that the Event is taking place, in part, on property of the City and County of San Francisco, which may render Participant subject to various requirements, and Participant represents and warrants that Participant has complied and will comply with all such requirements. Participant understands and acknowledges that Academy's approval of the offering of services and participation in the Event does not constitute an endorsement of, or any representation concerning Participant’s services and/or merchandise, and Participant will not in any way state or imply to members of the public that it has such endorsement or representation from Academy.

To the maximum extent permitted by law, Participant, on its own behalf and on behalf of all Participant Parties, waives all claims against Academy and its contractors and agents, and the respective officers, directors, trustees, and employees of any such persons (collectively, the “Academy Parties”) and City and County of San Francisco, including its Recreation and Parks Commission, and its commissioners, contractors, agents and employees (collectively, the “City Parties”) arising out of, and assumes the risk of: (a) injury to or death of any person or (b) loss of, injury or damage to, or destruction of any property in, on or about Academy’s property. In no event shall the Academy Parties or City Parties be liable for any consequential or special damages suffered by Participant or any of the Participant Parties.

Pandemic Protocols while working onsite at Academy. The Academy is committed to ensuring the safety of its guests and staff. Contractor agrees to comply with the Academy’s safety protocols for staff and business visitors, which may include but are not limited to daily health screenings for COVID-19, wearing of face coverings, mandatory full COVID-19 vaccination with booster for those eligible, and testing for COVID-19 if dictated by United States and California health protocols. Such protocols may be subject to change. The Academy’s Security staff will make the self-reported COVID-19 health screening questionnaire and other reporting tools accessible to Contractor’s staff for their entry to the Academy building and all persons entering are required to register daily visits. Persons who are currently ill with COVID-19, exhibiting symptoms for COVID-19 or have had a recent close contact exposure with a COVID-19 case may be required under health guidance to quarantine or isolate. Those required to quarantine or isolate must not enter the Academy building. The



Public Programs Participant Waiver

Academy treats responses to health screening questions and vaccination information as confidential medical information. Contractor further agrees to abide by, and cause Contractor's staff to abide by these and the Academy's other safety protocols and plans for working onsite.

Participant also agrees to review and abide by the Academy's "Code of Conduct with Youth" policy that is attached hereto as Exhibit 1.

Participant understands and agrees that security for any and all property of Participant is the sole responsibility of Participant, and that Academy, which may provide general security for the area, will have no responsibility whatsoever for the security of the property of Participant or the Participant Parties or any damage suffered by such property at any time while such property is present at the Event.



Public Programs Participant Waiver

Exhibit 1 California Academy of Sciences Code of Conduct with Youth

California Academy of Sciences (“Academy”) is committed to maintaining an environment for youth that is safe, nurturing, empowering, and which promotes growth and success for the youth who participate in our activities. The following guidelines are intended to assist Academy contractors and partners in making decisions about interactions with youth. For clarification of any guideline or to inquire about behaviors not addressed here, please contact your primary contact at the Academy for assistance from the Human Resources Department.

The Code of Conduct outlines specific expectations of Academy contractors and partners as the Academy strives to accomplish its mission. A youth is defined as anyone under the age of 18, including guests, employees (including interns), volunteers or any other youth with whom we interact in the course of business.

1. Youth will be treated with respect at all times.
2. Youth will be treated fairly regardless of race, sex, gender, age, or religion, disability & sexual orientation.
3. Academy contractors and partners are prohibited from having outside contact with youth unless the matter is business related.
4. Academy contractors and partners will not use profanity or tell off-color jokes at the Academy and around youth.
5. At the Academy and in the presence of youth, Academy contractors and partners will not discuss their sexual encounters or in any way involve youth in their personal problems or issues.
6. Academy contractors and partners will not date or become romantically involved with youth.
7. Academy contractors and partners will not use or be under the influence of alcohol or illegal drugs at the Academy and in the presence of youth.
8. Academy contractors and partners will not have sexually oriented materials, including printed or internet pornography, at the Academy or in the presence of youth.
9. Academy contractors and partners will not have secrets with youth.
10. Academy contractors and partners will dress in the appropriate uniform and follow established guidelines for public floor attire and will refrain from wearing provocative and revealing attire including midriffs, tank tops, halter tops, short shorts, short skirts, etc.
11. Academy contractors and partners will not stare at or comment on the youth’ bodies.



California Academy of Sciences
Code of Conduct with Youth (continued)

12. Academy contractors and partners will not demonstrate inappropriate forms of affection and will follow the following guidelines of physical contact:

Table with 2 columns: Appropriate Physical Contact and Inappropriate Physical Contact. Lists various physical interactions categorized as appropriate (e.g., pats, handshakes) and inappropriate (e.g., hugs, kisses, grabbing).

13. Academy contractors and partners will not engage in electronic communication with youth unless the matter is business related.

14. Academy contractors and partners are prohibited from working one-on-one with youth in a private setting. Academy contractors and partners will use common areas when working with individual youth.

15. Academy contractors and partners shall not abuse youth in any way, including the following:

- Physical abuse: hitting, spanking, shaking, slapping, unnecessary restraints
Verbal abuse: degrade, threaten, cursing, bullying
Sexual abuse: inappropriate touch, exposing oneself, sexually oriented conversations
Mental abuse: shaming humiliation, cruelty
Hazing
Bullying
Games of truth or dare

Academy contractors and partners will report concerns or complaints to their Academy principal contact immediately, any other Academy supervisor or the Human Resources department as soon as possible after the incident. Supervisors will refer all complaints to a Human Resources representative.

Any type of abuse of youth will not be tolerated. California Academy of Sciences will fully cooperate with authorities if allegations of abuse are made and investigated. Academy contractor and/or partner understands that any violation of this Code of Conduct may result in termination of any Agreement entered into with the Academy.



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