

**FISHERS MAYOR'S YOUTH ACADEMY PROGRAM RELEASE AND AGREEMENT TO HOLD
HARMLESS AND INDEMNIFY**

WHEREAS, the City of Fishers, Hamilton County, Indiana ("City") conducts the Mayor's Youth Academy ("Academy") which provides first-hand experiences for students in the Hamilton Southeastern School District to explore local government and learn from community leaders and public service professionals;

WHEREAS, participants of the Academy will engage in various activities, more specifically defined in the Memorandum of Understanding, attached hereto and incorporated herein, that may pose a risk of harm to the participants in such activities ("Academy Activities"); and

WHEREAS, in consideration of _____ ("Participant") being allowed to participate in Academy Activities, Participant desires to hold City, its officers, directors, agents and employees (collectively, "Releasees") harmless and indemnify Releasees for claims that may arise out of or related to the Academy Activities.

NOW, THEREFORE, in consideration of the foregoing, the mutual covenants and agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Participant does hereby agree as follows:

HOLD HARMLESS & INDEMNITY

I acknowledge and agree that participation in Academy Activities is entirely voluntary and that in consideration for my participation in Academy Activities, I hereby agree to release, hold harmless and indemnify the City its officers, directors, agents and employees from any and all damages or claims of any nature whatsoever arising out of my participation in the Academy Activities. On behalf of myself, my estate, assigns, and heirs, I do hereby indemnify and hold the City, its officers, directors, agents and employees harmless from any damage or liability incurred by City, its trustees, officers, directors, agents, employees or third parties as a result of my participation in Academy Activities for any costs or expenses including but not limited to hospital and medical expenses, legal and defense costs (including, without limitation, reasonable attorneys' fees) as well as settlements, judgments, fines and penalties of any nature whatsoever which may be incurred as a result of my participation in Academy Activities.

I understand that any photographs taken at Academy activities will be used in marketing efforts online, in print and for future use.

Participant's Signature

Parent/Guardian's Signature (if participant under 18)

Participant's Printed Name

Parent/Guardian's Printed Name

Dated: _____

City of Fishers – Mayor’s Youth Academy Memorandum of Understanding

The Mayor’s Youth Academy (MYA) offers the opportunity to build community awareness, provide hands-on learning opportunities that enhance curriculum, and inspire future careers in the public sector. As a member of the Mayor’s Youth Academy, students will utilize public speaking, critical thinking, STEM, budgeting, creativity, leadership, and many social studies and civic skills. Students will learn from community leaders and professionals in city government, as well as in the not-for-profit and social services sector that exist beyond the walls of City Hall. Students will also participate in real-life scenarios and will also have the option to opt out of any of the activities. Parents will be informed of the MYA activities at least 3 business days prior to the session.

Members of the Mayor’s Youth Academy are expected to conduct themselves in a manner that is positive for themselves, their families, their school, and their community. The following requirements to participate shall always apply throughout the member’s involvement:

1. MYA members must live in or attend school in Fishers.
2. MYA members must carry a minimum 3.0 cumulative GPA in school to be able to participate.
3. MYA members must have the permission of their parent(s)/guardian(s) and their school principal to participate.
4. MYA members can be either high school juniors or seniors while participating.
5. MYA members must attend the orientation, must not miss more than two regular sessions, must complete a volunteer project, and must attend as many of the other educational activities made available as possible. **Failure to meet these requirements will forfeit receiving the completion certificate.** Absences must be excused by the Community Outreach Manager.
6. MYA members must abide by the following code of conduct:
 - a. MYA members are expected to abide by all local laws and regulations, as well as policies of any facility that hosts academy activities.
 - b. MYA members must respect the property of others as well as the property of any facility that hosts Academy activities. Any damage caused by a member must be paid by that member.
 - c. MYA members are considered public officials and should carry themselves in a professional and ethical manner, including outside of academy meetings.
 - d. MYA members are expected to represent themselves and the Mayor’s Youth Academy in a professional and appropriate manner on social media. Members must not post any contact that disparages other members, proceedings of meetings/activities, and/or the academy itself.
 - e. MYA members will be creative and open with expressing ideas in a safe environment. All members will be respectful of each other’s ideas and suggestions.
7. It is the responsibility of the MYA members to keep their parent(s)/guardian(s) and school administrators informed of time and meeting commitments.
8. Transportation is provided to students in the HSE school system and Eman Schools. Outside students must provide their own transportation to and from meetings.

Participant’s Signature

Parent/Guardian’s Signature (if participant under 18)

Participant’s Printed Name

Parent/Guardian’s Printed Name

Dated: _____