



ISLAND OF HAWAII YMCA
300 W. Lanikaula St. Hilo, HI 96720

**Island of Hawaii YMCA CONNECTIVITY Use of Technology
Agreement and Release of Liability Form**

The Island of Hawaii YMCA authorizes its members and YMCA youth members to use technology owned or otherwise provided by the Island of Hawaii YMCA as necessary for instructional purposes. The use of the Island of Hawaii YMCA's technology is a privilege permitted at the Island of Hawaii YMCA's discretion and is subject to the conditions and restrictions set forth in applicable Board policies, administrative regulations, and this Acceptable Use Agreement. The YMCA, as will be referred henceforth, reserves the right to suspend access at any time, without notice, for any reason.

The YMCA expects all members and YMCA youth members to use technology responsibly in order to avoid potential problems and liability. The YMCA may place reasonable restrictions on the sites, material, and/or information that members and youth members may access through the system. Each YMCA youth member who is authorized to use YMCA's technology and his/her parent/guardian shall sign this Acceptable Use Agreement as an indication that they each have read and understand the agreement.

DEFINITION

YMCA technology includes, but is not limited to, computers, the YMCA's computer network including servers and wireless computer networking technology (Wi-Fi), the Internet, email, USB drives, wireless access points (routers), tablet computers, smartphones and smart devices, telephones, cellular telephones, personal digital assistants, pagers, MP3 players, wearable technology, any wireless communication device including emergency radios, and/or future technological innovations, whether accessed on or off site or through YMCA-owned or personally owned equipment or devices.

Member Obligations and Responsibilities

YMCA members and YMCA youth members are expected to use YMCA technology safely, responsibly, and for educational purposes only. The YMCA members and YMCA youth members in whose name YMCA technology is issued is responsible for its proper use at all times. YMCA members and YMCA youth members shall not share their assigned online services account information, passwords, or other information used for identification and authorization purposes, and shall use the system only under the account to which they have been assigned.

Members are prohibited from using Island of Hawaii YMCA technology for improper purposes, including, but not limited to, use of Island of Hawaii YMCA technology to:

1. Access, post, display, or otherwise use material that is discriminatory, libelous, defamatory, obscene, sexually explicit, or disruptive.
2. Bully, harass, intimidate, or threaten other members, staff, or other individuals ("cyberbullying").
3. Disclose, use, or disseminate personal identification information (such as name, address, telephone number, Social Security number, or other personal information) of another member, staff member, or other person with the intent to threaten, intimidate, harass, or ridicule that person.
4. Infringe on copyright, license, trademark, patent, or other intellectual property rights.
5. Intentionally disrupt or harm Island of Hawaii YMCA technology or other Island of Hawaii YMCA operations (such as destroying district equipment, placing a virus on Island of Hawaii YMCA computers, adding or removing a computer program without permission from the Island of Hawaii YMCA or other YMCA personnel, changing settings on shared computers or other electronic devices).
6. Install unauthorized software also referred to as apps.
7. "Hack" into the system to manipulate data of the Island of Hawaii YMCA or other users.
8. Engage in or promote any practice that is unethical or violates any law or YMCA organization policy, administrative regulation, or YMCA practice.

PRIVACY

Since the use of Island of Hawaii YMCA technology is intended for educational purposes, students shall not have any expectation of privacy in any use of district technology.

The Island of Hawaii YMCA reserves the right to monitor and record all use of Island of Hawaii YMCA's technology, including, but not limited to, access to the Internet or social media, communications sent or received from Island of Hawaii YMCA's technology, or other uses. Such monitoring/recording may occur at any time without prior notice for any legal purposes including, but not limited to, record retention and distribution and/or investigation of improper, illegal, or prohibited activity. YMCA members and YMCA youth members should be aware that, in most instances, their use of Island of Hawaii YMCA technology (such as web searches and emails) cannot be erased or deleted.

All passwords created for or used on any Island of Hawaii YMCA technology are the sole property of the Island of Hawaii YMCA. The creation or use of a password by a YMCA members or YMCA youth member on Island of Hawaii YMCA technology does not create a reasonable expectation of privacy.

Compensation for Losses, Costs and/or Damages

The member and his/her parents/guardian are responsible for compensating the Island of Hawaii YMCA for any losses, costs or damages incurred by the Island of Hawaii YMCA for violations of policies and school rules while the member is using Island of Hawaii YMCA computers, including the cost of investigating such violations. The Island of Hawaii YMCA assumes no responsibility for any unauthorized charges or costs incurred by a YMCA while using Island of Hawaii YMCA computers.

Minor Member Security

A minor member is not allowed to reveal his/her full name, address, telephone number, social security number or other personal information on the Internet. Minor member should never agree to meet people they have contacted through the Internet without parental permission. Minor member should inform the Island of Hawaii YMCA staff/administrator, if they, the minor access information or messages that are dangerous, inappropriate or make them uncomfortable in any way.

Personally Owned Devices

If a YMCA member or YMCA youth member uses a personally owned device to access Island of Hawaii YMCA technology, he/she shall abide by all applicable Island of Hawaii YMCA policies, administrative regulations, and this Acceptable Use Agreement. Any such use of a personally owned device may subject the contents of the device and any communications sent or received on the device to disclosure pursuant to a lawful subpoena or public records request.

Reporting

If a YMCA member or YMCA youth member becomes aware of any security problem (such as any compromise of the confidentiality of any login or account information) or misuse of district technology, he/she shall immediately report such information to the Island of Hawaii YMCA personnel.

Member Acknowledgment

I have received, read, understand, and agree to abide by this Acceptable Use Agreement and other applicable laws and district policies and regulations governing the use of district technology. I understand that there is no expectation of privacy when using district technology. I further understand that any violation may result in loss of user privileges, disciplinary action, and/or appropriate legal action.

Member Name: _____ (Please print)

Member Signature: _____

As the parent/guardian of the above-named YMCA youth member, I have read, understand, and agree that my child shall comply with the terms of the Acceptable Use Agreement. By signing this Agreement, I give permission for my child to use YMCA's technology and/or to access the Island of Hawaii YMCA's computer network and the Internet. I understand that, despite the YMCA's best efforts, it is impossible for the YMCA to restrict access to all offensive and controversial materials. I hereby agree to WAIVE, DISCHARGE all claims and RELEASE FROM LIABILITY, INDEMNIFY and HOLD HARMLESS the YMCA of USA, Island of Hawaii YMCA, the organizers, the sponsors, supervisors, volunteers, officials, their agents, representatives or assigns against all claims, damages, and costs that may result from my child's use of YMCA technology or the failure of any technology protection measures used by the YMCA. Further, I accept full responsibility for supervision of my child's use of his/her access account if and when such access is not in the Island of Hawaii YMCA's setting.

I certify that (i) this document has been completely explained to me; (ii) I read this document or someone read it to me; (iii) all of my questions regarding this document have been answered; and (iv) I completely understand this document.

Parent Name: _____ (Please print)

Parent Signature: _____