



PLEASE KEEP A COPY FOR YOUR RECORDS.

HAWAII NATIONAL GUARD YOUTH CHALLENGE ACADEMY ENROLLMENT AGREEMENT

In consideration of the mutual agreements hereafter set forth, faithfully, to be fully kept and performed by the respective parties hereto, it is agreed as follows:

Term 1. Term Set for Contract – I understand that the Hawaii National Guard Youth Challenge Academy (YCA) is a Residential Program and understand that all cadets must be in attendance for a required number of days. Cadets who fail to complete the required number of training days may become ineligible to complete/graduate the program. Dates of enrollment are set per class to cover the required number of training days as set forth in the memorandum of agreement with the National Guard Bureau.

Parent/Guardian Initials _____ / _____ Student Initials _____

Term 2. Conditions of Enrollment – I understand and agree that YCA retains the right to suspend or dismiss a cadet from YCA for conduct (on or off campus) that is prejudicial to the good order and discipline required by YCA, or for any violation of the YCA rules and regulations as set forth in the Cadet Student Manual. YCA bears no obligation to provide any academic work to complete a semester or any academic credit once a cadet is dismissed. All cadets are furnished with a copy of these regulations to which they will be bound and ordered to both review and understand them fully.

Reasons for possible dismissal include but are not limited to the following:

- Drugs & Hallucinogens—Selling, Possession, Use and/or Distribution of Drug Paraphernalia.
- Refusing to take a Urine Drug Screen/Breathalyzer Test
- Positive Results on a Urine Drug Screen/Breathalyzer Test
- Alcohol and/or Beer – Use of and/or Possession.
- Civil Law Violation Inside/Outside YCA
- Lying, Stealing, or Cheating of ANY Kind, On or Off Campus
- Physical or mental hazing of any kind
- Repeated Fighting in Barracks/on Campus
- Moral or Lewd Misconduct
- Vandalism – Willful Destruction of School Property (Room/Barracks, etc.)
- Making Unauthorized Telephone Calls
- Excessive Demerits/Class Absences
- Threatening YCA Faculty, Staff or Cadre.
- Unauthorized Personnel in Cadet Barracks at ANYTIME.
- Offenses affecting the Well Being of the YCA
- Female Cadet in Males' Room/Barracks or Male Cadet in Females' Room/Barracks
- Possession of Guns; Knives; Stun Guns; Paint Ball Guns, Rocket Fuel or Flammable Materials
- Self-Inflicted Wounds to include Tattoos/Branding, and/or Body Piercing
- Possession of Unauthorized Keys
- Leaving Facility without Permission
- Sexual Harassment of ANY Kind
- Racial Remarks of ANY Kind
- Gambling; Possession of Gambling Paraphernalia
- Stealing from YCA staff offices/desks/vehicles/purses, etc.
- Violation of the Tobacco use policy

Parent/Guardian Initials _____ / _____ Student Initials _____

Term 3. YCA Drug Policy – I understand that every cadet will be given a urinalysis (UA) within 40-days of arrival at YCA and will be subject to random testing while enrolled at YCA. Anytime a UA result is positive, the parent or guardian has the right to request a second UA test be conducted at their own expense before the cadet is dismissed from the program. YCA will maintain physical custody of the cadet during this entire process.

Parent/Guardian Initials _____ / _____ Student Initials _____

Term 4. Sexual Harassment – I understand and agree that all cadets are required to comply with YCA policies prohibiting any form of sexual harassment. I understand that if a cadet sexually harasses any other cadet, staff member or YCA volunteer, they may be subject to immediate disciplinary actions. YCA Disciplinary actions include, but are not limited to, the loss of rank and/or position, being placed on a disciplinary detail, loss of favors or dismissal from the program. This policy does not limit or interfere with the potential for civil or criminal charges being brought by the victim.

Parent/Guardian Initials _____ / _____ Student Initials _____

Term 5. Conditions for Authorized Leave – I understand that cadets may be released from the academy on a temporary basis for any one or both of the following purposes: Wedding of Parent or Guardian or Death of Immediate Family Member (Parent or Guardian, Sibling, Grandparent or Great-Grandparent only) either Biological or Adopted. Released cadets must return within the designated time frame as determined by YCA to be appropriate for said event. Any deviations from course will result in possible disciplinary actions which may include, but are not limited to, the loss of rank and/or position, being placed on a disciplinary detail, loss of favors or dismissal from the program.

Parent/Guardian Initials _____ / _____ Student Initials _____

Term 6. Media Policy – Unless specifically forbidden by the responsible enrolling party, it is YCA's policy that enrollment is deemed as consent to the photographing, videotaping and voice recording of cadets for use singularly or in conjunction with other images and/or recordings for advertising, publicity, commercial or other business purposes in markets both foreign and domestic. YCA policy states that unless specifically forbidden by the responsible enrolling party, all responsible parties release YCA, and any of its affiliated organizations, their directors, officers, agents, employees, customers, and appointed advertising agencies from all claims of any kind on account of such use.

Parent/Guardian Initials _____ / _____ Student Initials _____

Term 7. Financial Responsibility – Although YCA has no registration fees or established program costs, I acknowledge by my initials below that any undue expenses incurred by YCA as a result of damage, misuse of facilities or any other unforeseen circumstances due to negligence will be reimbursed by me as soon as possible upon receipt of such charges. All incomplete or non-paid fiscal responsibilities may result in cadet termination, suspension of training or withholding of graduation documents. In the event that recovery of financial obligations requires legal action, I agree to pay all collection expenses incurred by YCA to include court costs and attorney's fees, without relief from valuation or appraisal laws.

1. All payments must be made in money order or cashier's check, to the YCA and all fiscal responsibility concerns may be directed to the YCA business office, the Deputy Director for the appropriate academy or the Director of YCA.

When deemed necessary by YCA or their affiliates, a credit investigation of the parent and/or responsible party is authorized for the purpose of obtaining necessary financial information.

Parent/Guardian Initials _____ / _____ Student Initials _____

Term 8. Athletics Participation Policy –All cadets are expected to participate in organized and intramural athletics while attending YCA. By the initials below, I acknowledge that injuries are a possibility, which could result in a permanent disability, paralysis or even death. Unless noted on the required physical examination form, cadets and/or parents/guardians attest and verify that the identified cadet is in good physical health and is capable of participating in such activity. By enrolling in the YCA, I give consent to allow participation in all YCA physical activities and agree to voluntarily release and forever discharge YCA, its employees, agents, representatives, and volunteers from any and all claims of liability or damages incurred as a result thereof, whether on or off YCA property. It is understood that nothing in this policy is intended to, nor shall it be construed to, release any insurance company or third-party agency from any obligation to pay under any liability insurance or other benefit.

Parent/Guardian Initials _____ / _____ Student Initials _____

Term 9. Occupational Welfare Policy – Program participants receive training under program guidelines established by the National Guard Bureau, the Hawaii Department of Defense and the Hawaii Department of Education, however, cadets are not considered employees nor members of any of the aforementioned organizations. In regards to computing compensation benefits for a disability or death incurred while attending the YCA, participants shall be considered Federal employees under Subchapter I of Chapter 81 of Title 5, U.S. Code, for the purpose of compensation for work injuries; and for the purpose of Sections 1346(b) and Chapter 171 of Title 28, U.S. Code, and any other provision of law relating to the liability of the United States for tortious conduct of employees of the United States and shall, if granted, receive compensation under the entrance salary for a grade GS-2 federal employee.

1. The participants shall not be considered to be in the performance of duty while not at the assigned location of training or if they are found to be in violation of any program agreements or standing orders.
2. The entitlement of a person to receive compensation for a disability shall begin on the day following the date that the person's participation in the Program is terminated.

Parent/Guardian Initials _____ / _____ Student Initials _____

Term 10. Transportation Policy – I understand that cadets participate in organized off-site events which include but are not limited to, medical appointments, court hearings, educational field trips, training missions, etc. All off-site training missions are conducted with the highest regard for the safety and the well-being of each cadet in accordance with YCA and NGB standards. While participating in any off-site training/functions, cadets are required to follow all rules of conduct as specified in the YCA’s rules and regulations SOP and the Cadet Student Manual. By enrolling in the YCA, I give consent to allow participation in all YCA sanctioned off-site training, and agree to voluntarily release and forever discharge YCA, its employees, agents, representatives, and volunteers from any and all claims of liability or damages incurred as a result thereof, from the time of departure to the time of return to YCA facilities. It is understood that nothing in this policy is intended to, nor shall it be construed to, release any insurance company or third-party agency from any obligation to pay under any liability insurance or other benefit.

Parent/Guardian Initials _____ / _____ Student Initials _____

Term 11. Representation or Warranties – I understand that there are no representations or warranties upon which I have relied in deciding to enroll my cadet in the YCA, except as specifically contained within this agreement or written documents to which it may refer.

Parent/Guardian Initials _____ / _____ Student Initials _____

Term 12. Permission Statement – By my initials below, I hereby grant consent for YCA to provide my parent(s)/legal guardian(s) or sponsor(s) any information regarding academics and all other aspects of my involvement in the YCA program.

Student Initials _____

Term 13. Legal Contract to Enrollment Agreement – YCA and the undersigned parties are bound by the provisions of this Enrollment Agreement and all other written and signed agreements with YCA and terms contained therein as governed by the laws of the State of Hawaii and the National Guard Bureau. This agreement cannot be changed or modified without a mutually signed agreement between all parties involved.

STUDENT SIGNATURE _____

DATE _____

PARENT/GUARDIAN SIGNATURE _____

DATE _____

PARENT/GUARDIAN SIGNATURE _____

DATE _____



HAWAI'I NATIONAL GUARD YOUTH CHALLENGE ACADEMY

CUSTODY CONTACT FORM

Candidate Name: _____ DOB: _____

	FATHER/MALE GUARDIAN	MOTHER/FEMALE GUARDIAN
NAME		
ADDRESS		
CITY, STATE, ZIP CODE		
HOME PHONE		
WORK PHONE		
CELL PHONE		
EMAIL		
RELATIONSHIP		
CUSTODY STATUS		

****PLEASE SUBMIT ANY COURT CUSTODY PAPERWORK AS NEEDED (DIVORCE/CUSTODY)**

	EMERGENCY CONTACT #1	EMERGENCY CONTACT #2
NAME		
ADDRESS		
CITY, STATE, ZIP CODE		
HOME PHONE		
WORK PHONE		
CELL PHONE		
EMAIL		
RELATIONSHIP		
Authorized to Transport (21 yrs of age or older)	<input type="checkbox"/> YES <input type="checkbox"/> NO	<input type="checkbox"/> YES <input type="checkbox"/> NO

STATE JUDICIAL CONTACTS

	PROBATION OFFICER	SOCIAL WORKER
NAME		
DEPARTMENT		
TITLE		
OFFICE PHONE		
CELL PHONE		
EMAIL		

I have answered the questions truthfully and to the best of my knowledge. Any changes in status must be reported immediately to the Hawai'i National Guard Youth Challenge Academy "Admission Department."

Print Parent/Guardian: _____

Signature Parent/Guardian: _____ Date: _____

"This institution is an equal opportunity employer"



Parent/Guardian Interview Questionnaire

Name: _____ (check one) Parent: _____ Guardian: _____

Applicants Name: _____ Age as of today: _____ Gender: _____

FAMILY:

1. Are there any family dynamic issues we should be aware of? (e.g. family members he/she should not be seeing nor having any correspondence with & why):
2. How is your child at home? How's the relationship between child & other family members:
3. Does your child engage in helping with chores? Does your child have a curfew? If not, why:
4. Are you in control of your child when it comes to discipline? Explain:
5. Why would your child be interested in Youth Challenge Academy? Or is it you? Explain:

Family Income (for statistics)

Less than \$15000		\$15000-\$250000		\$25000-\$35000		\$35000-\$45000		Over \$45000	
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SCHOOL:

1. Does your child have any special needs of which we should be aware? IEP/504?
2. What is your child's academic strength & interest? (e.g. math, reading, writing, etc.) Explain:
3. What type of characteristics does your child have? (e.g. shy, talkative, opinionated, helpful, etc.) Explain:

LEGAL:

1. Does your child have a Probation Officer? If yes, why:

2. Does your child have any pending charges or court dates? If yes, what is it & when:

3. Probation Officers name & contact number:

RELATIONSHIPS:

1. Does your child have a boyfriend or girlfriend? If yes, list their name:

2. Do you know if your child knows someone in the program or has applied for next cycle? If yes, please state name & info:

3. Do you have any relatives applying for next cycle or friends of the family? If yes, please list the names:

4. Are there any concerns you would like to share about your child that we have not asked? Everything that is shared is confidential:

Survey:

How did you hear about YCA?

By signing below, I certify that to the best of my knowledge, all answers given are true & honesty and should any information be found to be falsified, my child will not be considered an applicant for this program.

PRINT FULL NAME OF PARENT/GUARDIAN

TODAY'S DATE

PARENT/GUARDIAN SIGNATURE



Release for Participation in Event or Activity

In exchange for participation in Endurance Day (the "Activity") organized by Youth Challenge Academy – Kalaeloa located at 1787, 91-1001 Shangrila St, Kapolei, HI 96707. I hereby agree as follows:

1. I and anyone claiming on my behalf, releases and forever discharges the Youth Challenge Academy and its affiliates, successors and assigns, officers, employees, representatives, partners, agents, and anyone claiming through them (collectively, the "Released Parties"), in their individual and/or corporate capacities from any and all claims, liabilities, obligations, promises, agreements, disputes, damages, causes of action of any nature and kind, known or unknown, which I may have or claim to have against the Youth Challenge Academy of any of the Released Parties arising out of or relating to any injury, loss or damage to person and property that may be sustained as a result of participation in the Activity ("Claims").
2. I understand that participation in the Activity involves inherent risks, including risk of physical or psychological injury, pain, suffering, illness, disfigurement, temporary or permanent paralysis and/or death, and I assume all related risks and voluntarily participate in the Activity.
3. I agree to indemnify the Youth Challenge Academy against any and all claims, actions, lawsuits, damages and judgments, including attorney's fees, arising out of or relating to my participation in the Activity.
4. This Release for Participation in the event or Activity shall not be in any way construed as an admission by the Youth Challenge Academy that it has acted wrongfully with respect to me or any other person, that it admits liability or responsibility at any time for any purpose, or that I have any rights whatsoever against the Youth Challenge Academy.
5. This Release shall be binding upon and inure to the benefit of the parties and their respective heirs, administrators, personal representatives, executors, successors and assigns. I have the authority to release the Claims and have not assigned or transferred any Claims to any other party. The provisions of this release are severable. If any provision is held to be invalid or unenforceable, it shall not affect the validity or enforceability of any other provision. This Release constitutes the entire agreement between the parties and supersedes any and all prior oral or written agreements or understandings between the parties concerning the subject matter of this Release. This Release may not be altered, amended or modifies, except by a written document signed by both parties. The terms of this Release shall be governed by and construed in a accordance with the laws of the State/Commonwealth of Hawaii.
6. I have carefully read and fully understand all the provisions of this release and am freely, knowingly and voluntarily entering into this Release.

Signatures

Signature of Candidate

Printed Name of Candidate

Date

Signature of Parent

Printed Name of Parent

Date

Signature of Releasee

Youth Challenge Academy _____
Printed Name of Releasee

Date



SINA ATANOA
DIRECTOR

TAMAFAGA TUTELELEAPAGA
DEPUTY DIRECTOR

STATE OF HAWAII
DEPARTMENT OF DEFENSE
HAWAII NATIONAL GUARD
Youth CHALLENGE ACADEMY
P.O BOX 75348
KAPOLEI, HI 96707-0348

WAIVER OF LIABILITY (CHILDREN)

RELEASE, HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

I (We) herby give permission for my (Our) child (children): _____

To participate in the **Leadership Reaction Course** and/or **The Confidence Course** exercise/training at various Schofield Barracks training sites.

Being aware of the risks involved in conducting such activity, including death, personal injury, property damages or property loss, and in consideration of permission being given for my child and/or me (us) to participate in the above event. I (we) hereby agree to the following in the event of death, personal injury, property damage or property loss which occurs to myself (ourselves) and/or my (our) child (children) incident to such participation or as a result of the above mentioned activity.

- a. I (we) hereby agree that I (we) will not institute any claim or bring any suit against the United States, the state of Hawaii, its agencies and their officers, employees, agents, and volunteers because of said death, personal injury, property damage, or property loss.
- b. I (we) hereby agree to hold harmless the United States, the State of Hawaii, its agencies and their officers, employees, agents and volunteer foe any acts or omissions resulting in said death, personal injury, property damage, or property loss.
- c. I (we) hereby agree to defend the United States , the State of Hawaii, its agencies and their officers, employees, agents and volunteers in the event that the United States, its agencies and their officers, employees, agents, and volunteers have any claims or suits presented against them because of said death, personal injury, property damage or property loss. I additionally agree to indemnify and reimburse the United States, the State of Hawaii, its agencies, and their officers, employees, agents, and volunteer for any cost or awards incident to a suit or claim presented against them because of said death, personal injury, property damages, or property loss.
- d. I (We) hereby release discharge the United States, the State of Hawaii, its agencies their officers, employees, agents, and volunteers from any and all claims based on claim death, personal injury, property damage or property loss.
- e. The undersigned hereby acknowledge(s) an understanding that the activity is conducted without the United States or the State of Hawaii assuming liability for death, personal injury, property damages or property loss occurring in conjunction with the above activity.

The provisions in this document are binding not only on me but my agents, heirs, assignees, or any other persons or entities claiming on my behalf.

- ☐ Leadership Reaction Course
- ☐ Confidence Course
- ☐ Both Leadership Reaction Course and Confidence Course

X

Signature of Parent(s) or Guardian(s)

X

Print Name and Date