

RELEASE AND WAIVER OF LIABILITY

By purchasing an enrichment program and/or summer camp program (**electronically**) through a website, I certify that I am a parent or legal guardian with full legal responsibility for any child that I am registering ("**Child**"). I hereby freely, voluntarily, and without duress execute this Release and Waiver of Liability and agree to the following terms and conditions in exchange for my child being allowed to participate in your programs:

I am the Parent or Legal Guardian of Any and All Children I am Registering. I understand that only a Child's parent or legal guardian may register a Child for a FUN CLUB CAMP program. By registering a Child, I am certifying that I am their parent or legal guardian and I have fully legal authority to register them and to sign this waiver.

Authorization To Participate. I hereby authorize my Child to attend FUN CLUB CAMP enrichment programs. This Release and Waiver of Liability (hereinafter, "**Release**") is executed as of the date of my online registration. I consent to FUN CLUB CAMP to have my Child participate and engage in activities related to FUN CLUB CAMP enrichment programs and camps (hereinafter, "**Programs**").

- **Assumption of Risk.** I understand and acknowledge that participation in Programs conducted by FUN CLUB CAMP, including the use of its facilities and equipment, involves an inherent and unavoidable risk of injuries, harm, and loss. I understand that although FUN CLUB CAMP takes precautions to provide safe and proper organization, supervision, and equipment, it is impossible for the Company to guarantee absolute safety. I understand there are numerous risks associated with participating in FUN CLUB CAMP's Programs, including, but not limited to, the use of playgrounds, inflatable equipment, game room equipment, and electronic devices, as well as participation in sports and active games, and crafting and enrichment projects. I also understand the risk of exposure to COVID-19. I acknowledge and assume the risks and dangers described above with my Child being enrolled and engaging in Programs. I have discussed the Program and the inherent risks with my Child, who understands them and wishes

to participate in the Programs. I hereby expressly and specifically assume such risks, including any and all risk of injury, harm, or loss that my Child may incur as a result of participating in the Programs.

- **Release of Liability.** I hereby release and hold harmless FUN CLUB CAMP, its officers, directors, employees, and volunteers, from any and all damages, or injuries arising from my Child's participation in Program activities. I hereby fully and forever release and discharge FUN CLUB CAMP from, and expressly waive, any and all liability, claims, and demands of whatever kind or nature, either in law or in equity, including any and all claims related to contracting COVID-19 or other communicable diseases, that may arise from my Child's participation in Programs, and on or off Program premises. I covenant not to make or bring any such claim or demand against FUN CLUB CAMP, and fully and forever release and discharge FUN CLUB CAMP from liability under such claims or demands.
- **Insurance.** I understand that FUN CLUB CAMPS does not assume any responsibility for or obligation to provide financial assistance or other assistance, including but not limited to medical, health, or disability insurance of any nature in the event with respect to any bodily injury, personal injury, illness including contraction of Covid-19, death, property damage, or property loss that may result from Programs, whether caused by the negligence of FUN CLUB CAMP or otherwise.
- **Indemnification.** I hereby agree to indemnify, defend, and hold harmless FUN CLUB CAMP, its officers, directors, employees, and volunteers, from any and all liability, claims, losses, damages, judgments, or expenses, including attorneys' fees, that it may incur or sustain as a result of my or my Child's negligence, recklessness, or willful misconduct in connection with my Child's participation in Program activities, arising out of any third-party claim. To the extent that I register any Child for any FUN CLUB CAMP program without being their parent or legal guardian, I assume full and exclusive responsibility for all legal risks, costs, and damages that may occur due to my improperly registering any such Child.

- **Special Indemnification.** I agree that if I register any Child without being their parent or legal guardian with full legal responsibility, I am solely responsible for any and all risks, costs, and damages related to my registering any Child when I am not their parent or legal guardian, and I will both hold harmless FUN CLUB CAMP its officers, directors, employees, and volunteers, from any and all liability, claims, losses, damages, judgments, or expenses, including attorneys' fees, that it may incur or sustain as a result of my improper registration. I further agree that I will advance to FUN CLUB CAMP any monies it needs to hire attorneys to defend itself against any and all claims that may be made by a Child and/or their lawful parents and/or legal guardians.
- **Photographic Release.** I grant FUN CLUB CAMP, its officers, directors, employees, and volunteers, the right to use, reproduce, distribute, and publicly display any photographs, video recordings, or other media taken during the Program activities, for promotional and educational purposes, without further compensation to me. I hereby grant and convey to FUN CLUB CAMP all right, title, and interest, including but not limited to, any royalties, proceeds, or other benefits, in any and all such photographs or recordings, and consent to FUN CLUB CAMP use of my or my Child's name, image, likeness, and voice in perpetuity, in any medium or format, for any publicity without further compensation or permission.
- **Administration of Prescription Medication.** I grant permission for FUN CLUB CAMP staff to administer non-narcotic prescription medication to my Child as prescribed by a licensed healthcare provider pursuant to this section. I understand that if I wish for FUN CLUB CAMP staff to do so, a parent or legal guardian must check the medicine in with a FUN CLUB CAMP staff member and provide the medication in its original packaging or container showing the Child's full name, medicine name, medicine dosage, frequency, fill date, and expiration date (if applicable). All of this information must be printed on packaging/container by the pharmacy. All authorizations for medication must be renewed each week.
- **Administration of Non Prescription Pills, Tablets, and Liquids.** I grant FUN CLUB CAMP staff permission to administer non prescription pills such as over-the-counter allergy pills, tablets, and liquids, to my Child. I understand that if I wish for FUN CLUB CAMP staff to do so, a parent or legal guardian must check

the medicine in with a FUN CLUB CAMP staff member and provide the medication in its original packaging or container showing the name, dosage, and expiration date (if applicable) of the pills, tablets, or liquids. All of this information must be printed on the original packaging/container by the manufacturer. FUN CLUB CAMP will not dispense more pills, tablets, or liquids that are specified by the manufacturer on the product's packaging.

- **Permission for Sunscreen and Other Topical Products.** I grant permission for my Child to use non-prescription, topical products such as sunscreen (that I should provide) to help protect against sunburn.
- **Emergency Medical Treatment.** I understand that FUN CLUB CAMP staff members may administer first aid, and/or CPR/AED in the event of a medical emergency. I grant permission for my Child to be transported to a medical facility and to receive emergency medical treatment, including but not limited to epinephrine auto-injections for suspected exposure to life-threatening allergens, in the event that I cannot be reached and when delay could be dangerous to the health of my Child.
- **Miscellaneous.** I hereby agree that this Release represents the full understanding between FUN CLUB CAMP and me and supersedes all other prior agreements, understandings, representations, and warranties, both written and oral, between us, with respect to the subject matter hereof. If any term or provision of this Release shall be held to be invalid by any court of competent jurisdiction, that term or provision shall be deemed modified so as to be valid and enforceable to the full extent permitted. The invalidity of any such term or provision shall not otherwise affect the validity or enforceability of the remaining terms and provisions. This Release is binding on and inures to the benefit of FUN CLUB CAMP and our respective executors, administrators, legal representatives, successors, and permitted assigns.

Code of Conduct

FUN CLUB is committed to providing campers with opportunities to learn and grow with hands-on, group structured activities. We strive to promote self-confidence, decision-making and social skills for each camper. Our philosophy focuses on the need and growth of both the individual camper and the overall group. To maintain a positive and safe environment, our campers are expected to follow this code of conduct. All legal guardians are expected to follow the code of conduct as well towards staff, other parents etc.

Be respectful by:

- Treating others with respect and courtesy at all times.
- Not taking part or leading any bullying, harassment, threats, name calling, unwanted teasing or exclusion of others.
- Respecting other campers' belongings and camp equipment/supplies.

Be responsible by:

- Wearing appropriate clothing/shoes to camp each day to include no clothes that expose midriff, shorts that reach fingertips, no graphic or profane images or language on shirts or other clothes, shoes that cover the feet.
- Informing camp staff of challenges faced with other campers, camp activities, or any other situations where staff assistance or help may be needed.
- Accepting personal responsibility for my actions.

Be positive by:

- Communicating appropriately, which excludes use of foul language, gestures, harsh words, or slurs.
- Supporting camp activities, campers, and staff by my actions, tone of voice, and language or asking for space/time away when I need it.

Be safe by:

- Following and encouraging others to follow, all rules and regulations provided by staff and/or facility guidelines.
- Refraining from deliberately causing bodily harm. I understand that pushing, hitting, kicking, and fighting are not acceptable behaviors that will not be tolerated and could result in me being removed from the program.

As a member of the FUN CLUB CAMP program, I understand that this experience is for ALL campers, and if my behavior is deemed to be outside the code of conduct and/or unmanageable, any of the following may result:

- Verbal conversation and coaching from camp staff
- Not being allowed to participate in camp activities
- Parent/Guardian notification
- Parent/Guardian conference
- Suspension or dismissal from camp

It is the expectation that the parent/guardian will review with their student(s) and each student will understand and adhere to the guidelines of the FUN CLUB CAMP Code of Conduct.