



SPECIAL PARTICIPATION AGREEMENT AND WAIVER OF LIABILITY IN RELATION TO RISK OF CORONAVIRUS INFECTION

Thank you for reading this Agreement carefully. It includes important information about IDEA Lab Kids Ballantyne activities and describes certain protection sought by IDEA Lab Kids Ballantyne if you, your child, or another family member becomes ill or suffers some other loss due to infection of the coronavirus (COVID-19) that may have been caused from being at IDEA Lab Kids Ballantyne or from being exposed by someone else who was at IDEA Lab Kids Ballantyne.

NOTICE: THIS IS A LEGALLY BINDING AGREEMENT. Read the document carefully and in entirety. By signing this agreement, you give up your and your child's right to bring a court action to obtain compensation or any other remedy for any personal injury or property damage however caused arising out of the named child's participation in activities at IDEA Lab Kids Ballantyne, now or any time in the future.

In consideration of the services of IDEA Lab Kids Ballantyne, I, _____
(parent/guardian), acknowledge and agree as follows:

RISKS:

IDEA Lab Kids Ballantyne will be taking more serious health precautions this year for the health and safety of all students and teachers who will take part in the activities and classes in the Center. **Students that arrive to the Center with a fever, have a cough, have been exposed in the past two weeks to a friend or family member who had the Coronavirus, WILL NOT be allowed into the facility.** Other precautions to keep everyone safe include ongoing temperature checks throughout the day, designated and routine hand washing and sanitizing times, sanitation of all surfaces, washable desk sneeze guards, mask wearing and more. If your child develops a fever during the day, we will contact you or your emergency contact (in the event we cannot contact you) for any fever that is 99.5° or higher. This also applies to staff. Despite our precautions, students and staff will still be exposed to the risk of contracting the Coronavirus or possibly some other illness. Safety is our main priority, and IDEA Lab Kids Ballantyne owners and staff members are committed to providing students with the opportunity for growth and development through our S.T.E.A.M classes.

Acknowledgement and Assumption of Risks:

I, Parent, have read and understand the Camp activities and risk of exposure to the Coronavirus. I acknowledge and assume the risks associated with enrollment IDEA Lab Kids Ballantyne. I further acknowledge that the preceding list is not inclusive of all possible risks associated with camp participation and that said list in no way limits the operation of this agreement. Further, I have discussed the activities and risks with the child(ren) named below, who understands them and wishes to participate in the activities of the IDEA Lab Kids Ballantyne community.

AGREEMENTS OF RELEASE AND INDEMNITY: I, PARENT, FOR MYSELF AND, TO THE EXTENT ALLOWED BY LAW, ON BEHALF OF MY CHILD, AGREE TO RELEASE AND DISCHARGE (AGREEING TO MAKE NO CLAIM, AND NOT TO SUE) IDEA LAB, AND THEIR RESPECTIVE OWNERS, DIRECTORS, OFFICERS, EMPLOYEES, CONTRACTORS AND VOLUNTEERS (INDIVIDUALLY AND COLLECTIVELY REFERRED TO AS "RELEASED PARTIES") WITH RESPECT TO ANY AND ALL CLAIMS RELATED TO CONTRACTING THE CORONAVIRUS AND ANY LOSS, BODILY INJURY, OR DAMAGES ASSOCIATED FROM IT WHICH I OR MY CHILD MAY SUFFER, ARISING OUT OF OR IN ANY WAY RELATED TO HER BEING ENROLLED IN THE CAMP, AND ON OR OFF THE CAMP PREMISES. I FURTHER AGREE TO INDEMNIFY (THAT IS DEFEND AND PAY, INCLUDING COSTS AND ATTORNEYS FEES) THE RELEASED PARTIES FROM CLAIMS BROUGHT BY OTHER MEMBERS OF MY, OR MY CHILD'S FAMILY, AND CLAIMS BROUGHT BY OTHERS, INCLUDING OTHER CAMPERS, WHO CLAIM A LOSS CAUSED BY MY CHILD. THESE AGREEMENTS OF RELEASE AND INDEMNITY INCLUDE CLAIMS CAUSED OR CLAIMED TO BE



CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE, BUT NOT THE GROSS NEGLIGENCE, OF A RELEASED PARTY. I UNDERSTAND THAT IN SIGNING THIS AGREEMENT I, FOR MYSELF AND FOR MY CHILD, TO THE MAXIMUM EXTENT ALLOWED BY LAW, SURRENDER THE RIGHT TO MAKE A CLAIM OR FILE A LAWSUIT AGAINST A RELEASED PARTY, FOR PERSONAL INJURY AND EVEN DEATH.

Any dispute between IDEA Lab Kids Ballantyne or another Released Party and me or my child shall be governed by the substantive laws (not including the laws which might apply the laws of another jurisdiction) of the State of North Carolina, and any mediation or suit shall occur or be filed and maintained exclusively in Charlotte, North Carolina, to the jurisdiction of which court or courts I hereby consent, for myself and my child.

If any part of this agreement is found by a court of competent jurisdiction to be invalid, the remainder of the agreement nevertheless will be in full force and effect.

This Agreement and Waiver of Liability does not supersede, circumvent, or cancel IDEA Lab Kids Ballantyne Enrollment Terms & Conditions, but instead works together in conjunction with it.

I, Parent or legal guardian, have read and accept the terms and conditions of this Agreement, and acknowledge and agree that it shall, to the fullest extent allowed by law, be effective upon me and my child, and our respective heirs, personal representatives, estates and family members.

I reviewed the 2020 Parent Handbook document to which this waiver refers

Yes No (please do not sign below)

Child's Name(s) _____

Child's Name(s) _____

Child's Name(s) _____

Parent / Guardian Name _____

Signature _____

Date _____