

IDEA LAB KIDS HOWARD COUNTY 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 camp activities and describes certain protection sought by Idea Lab Howard County 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 or from being exposed by someone else who was at Idea Lab.

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 a camp at Idea Lab Kids Howard County, now or any time in the future.

RISKS:

Idea Lab will be taking more health precautions this summer. Campers that arrive to camp with a fever, have a cough, have been exposed in the past two weeks to a friend or family member who had the Coronavirus, or in the past two weeks have traveled outside of the State of Maryland, WILL NOT be allowed into camp. Other precautions are documented in the camp health plan shared with parents. Despite our precautions, campers will still be exposed to the risk of contracting the Coronavirus or possibly some other illness. Safety is our main priority, and Idea Lab staff members are committed to providing campers with the opportunity for growth and development through our STEAM camps.

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. 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 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 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 Maryland, or Texas (corporate home) and any mediation or suit shall occur or be filed and maintained exclusively in Howard County, Maryland, 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's Booking Policies, Terms & Conditions at <u>app.lexaclass.com</u>, but complements same.

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 and fully understand the 2020 Health Plan to which this agreement and waiver refers

	Yes
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No (please do not sign below)

I commit to inform Idea Lab immediately about illnesses related to me and my household, or anyone in close contact with my children, household members, or I.

Yes

No (please do not sign below)

My family and I commit to the Social Distancing Recommendation from the CDC.

Yes No (please do not sign below)

Child / Camper Name(s) ______ Child / Camper Name(s) ______ Parent / Guardian Name ______ Signature _____ Date _____