

## RELEASE AND WAIVER OF LIABILITY

By purchasing/ applying/ enrolling in 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 the program:

**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 and others. 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, likeness 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
- \_\_\_\_\_ To ensure the safety and efficiency of our pick-up process, we kindly ask that parents or guardians **remain in their vehicles at the designated pick-up area**. Our staff will be readily available to assist in bringing your child to your car. Thank you for your cooperation in helping us maintain a smooth and orderly dismissal procedure.

\_\_\_\_\_  
Child's Name/Grade

\_\_\_\_\_  
2nd Child's Name/ Grade

\_\_\_\_\_  
Printed Full Name

\_\_\_\_\_  
Signature

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Date:

## FUN CLUB CAMP Code of Conduct

FUN CLUB CAMP is committed to offering campers opportunities for growth and learning through hands-on, structured group activities. We aim to foster self-confidence, decision-making skills, and social skills in each camper. Our approach emphasizes the importance of both individual growth and the overall group dynamic. To ensure a positive and safe camp experience, we kindly ask all campers and guardians to adhere to this Code of Conduct. Please go over it with your child.

### Be Respectful:

- Treat everyone with kindness and respect at all times.
- Refrain from any form of bullying, harassment, threats, name-calling, teasing, inappropriate language, or exclusion.
- Respect camp property, equipment, and the belongings of others.

### Be Responsible:

- Dress appropriately for camp activities. This includes wearing clothing that covers the midriff, shorts that reach the fingertips, and shoes that fully cover the feet. Please avoid clothing with graphic or profane images or language.
- Inform camp staff promptly of any concerns or challenges you encounter with other campers, activities, or situations where assistance is needed.
- Take responsibility for your actions and choices.

### Be Positive:

- Communicate in a positive and respectful manner, avoiding inappropriate language, gestures, harsh words, dishonesty, or offensive remarks.
- Support camp activities, fellow campers, and staff through your actions, words, and attitude. If you need a break, feel free to ask for space or time away.

### Be Safe:

- Follow all camp and facility rules and guidelines, and encourage others to do the same.
- Avoid any actions that could intentionally cause harm to others. Pushing, hitting, kicking, and fighting are strictly prohibited and may result in immediate dismissal from the program.

### Consequences of Violations:

To ensure the well-being of all campers, violations of the Code of Conduct may result in the following:

- A conversation with camp staff to discuss the issue and provide guidance.
- Temporary exclusion from camp activities.
- Notification and/or conference with parents or guardians.
- Suspension or dismissal from camp without a refund.
- Possible denial of re-enrollment even after a grace period.

\_\_\_\_\_  
Child's Name/Grade

\_\_\_\_\_  
2nd Child's Name/Grade

\_\_\_\_\_  
Printed Full Name

\_\_\_\_\_  
Signature

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Date: