## PARENTAL/GUARDIAN ASSUMPTION OF RISK, RELEASE AND WAIVER OF LIABILITY AND CONSENT FORM THIS IS A BINDING LEGAL CONTRACT. PLEASE READ IT CAREFULLY BEFORE SIGNING.

By enrolling your child(ren) in the Co-Op Summer Enrichment, you are consenting to your child(ren)'s participation in Co-Op Summer Enrichment (the "Program"). Furthermore, by enrolling in the Program you are entering into a contract that limits the liability of the STEM Alliance of Larchmont-Mamaroneck, Inc. (the "STEM Alliance"), the Mamaroneck School District, the Program staff, partners and vendors, and each of their respective officers, directors, employees, representatives, volunteers, affiliates and owners (collectively and individually, "Promoters" or "we"). You hereby agree to the following terms and conditions of this Consent Form:

**ACKNOWLEDGEMENT AND ASSUMPTION OF RISK.** By enrolling your child in the Program, you assume all risks to your child(ren). You acknowledge that all Program activities, including but not limited to all virtual, hands-on and in-person academic and/or recreational activities (such as swimming, sports, etc.), are inherently hazardous, and that risks to your child(ren) include physical injury, including death, and property damage and loss.

RELEASE OF LIABILITY. In consideration for permitting my child to participate in the Program, I agree, to the maximum extent permitted by law, to hereby release the Promoters from any and all liability, including but not limited to: (1) damage to, or loss of, your property, (2) harm, injury and death to your child(ren), (3) exposure to the Coronavirus and related illnesses or any other disease, infection or illness resulting directly or indirectly from staff, other children or other causes; and (4) all risks resulting from negligent or incorrect instruction or supervision by Promoters or anyone supervising your child(ren). This release is intended to discharge in advance to the fullest extent permitted by law all liability related to your children's enrollment in the Program, even though that liability may arise out of negligence, carelessness, or other conduct on the part of Promoters or third parties. This release applies to your successors and heirs.

PARENTAL/GUARDIAN CONSENT. In connection with administering the Program, the STEM Alliance will collect personal information from you and your child, such as name, age, school of attendance, grade level, phone number, e-mail address, and address in addition to any personal content that you or your child may upload or otherwise display on social media in connection with the Program or otherwise disclose to the Promoters. Websites must obtain consent from a parent or legal guardian before collecting information from children or permitting them to disclose personal information of children. Accordingly, your consent is required for your child(ren) to participate in the Program and for the STEM Alliance to collect and disclose personal information in connection therewith. By signing below, you consent to the STEM Alliance's collection, use, and disclosure of your child's personal information in connection with administering the Program, and hereby release the Promoters from, and waive any claims related to, the making and/or use of any personal information provided in connection with the Program. For general information on how the STEM Alliance uses personal information, please review our Privacy Policy at (<a href="http://lmstemalliance.org/stem-alliance-privacy-policy.html">http://lmstemalliance.org/stem-alliance-privacy-policy.html</a>). The Program sessions utilize technology and services provided by third parties; copies of applicable third-party terms of service and privacy policies are available at <a href="https://cutt.ly/snhPJdP">https://cutt.ly/snhPJdP</a>. By signing below you also acknowledge that you have read and agree to these terms of service and privacy policies.

PHOTOGRAPH, RECORDING AND PUBLICITY RIGHTS. By enrolling yourself or your child(ren) in the Program, you and/or your child(ren)'s name, picture, likeness and/or voice (collectively, "Likeness") may appear in audio, visual, and/or audiovisual media recordings and images of the Program and related promotional or documentary materials (the "Materials"). In order for you/your child(ren) to participate in the Program, you must sign this Photograph, Recording and Publicity Rights Release (the "Release"). You agree to your and/or your child(ren)'s Likeness appearing in such Materials, and you hereby waive any publicity rights or other rights you or your child(ren) may have in such Materials. You hereby consent to the use of such Materials by the STEM Alliance and its representatives (the "Promoters") for any purpose without any compensation to you. Those uses may include, without limitation: transcription, modification, reproduction, public display, printing, uploading to websites, distribution, broadcast, and transmission in any form. You hereby release the Promoters from, and hereby waive any and all claims related to, the making and/or use of any such Materials.

You agree that the STEM Alliance is the exclusive owner of the Materials and that you will not have a right to review or approve the Materials. To the extent the Materials are not deemed owned by the STEM Alliance, you hereby assign to the STEM Alliance, for no consideration, all rights you may have in the Materials. You acknowledge that you have read this Release. You understand and agree that the Promoters are relying on this Release in allowing you and your child(ren) to participate in the Program.

I acknowledge that I have read this Assumption of Risk, Release and Waiver of Liability and Consent Form and that I understand that it includes provisions pertaining to an assumption of risk, a release of liability, a consent and a publicity waiver and release. I understand and agree that the Promoters are relying on this Assumption of Risk, Release and Waiver of Liability and Consent Form in allowing my child(ren) to participate in the Program.

This Assumption of Risk, Release and Waiver of Liability and Consent Form is governed by and construed in accordance with the laws of the State of New York. I hereby submit to the jurisdiction of the federal and state courts located in New York County, New York State, for the resolution of disputes arising hereunder or relating hereto, regardless of the place of execution hereof.

**CAPACITY**. I am the parent or legal guardian of the minor participant(s) ("Minor Participant") named below. I have the legal right to consent to and, by signing below,\* I hereby consent to, the collection, use, and/or disclosure of the information, as described above, of the Minor Participant(s) listed below and to the terms and conditions of the Assumption of Risk, Release and Waiver of Liability and Consent Form described herein.

\*This Contract may be executed by electronic signature and electronic transmission, including via Google Form or other similar method.

PRINTED NAME \_\_\_\_\_\_\_ SIGNATURE: \_\_\_\_\_\_\_ DATE: \_\_\_\_\_\_\_

Parent/Legal Guardian, signing on own behalf and on behalf of all Minor Participants listed below.

Minor Participants Enrolled in the Program:

Name: \_\_\_\_\_\_\_ Age: \_\_\_\_\_\_ Name: \_\_\_\_\_\_\_ Age: \_\_\_\_\_\_\_