



# **SLATE FILM CENTER**

## **Summer Waiver**

I, as the parent or guardian of the below named child, hereby consent to the participation of such Child(ren) in one or more classes, programs or parties offered at a Slate Film Center. I certify that each such Child is in good health and able to participate in all activities except to the extent I provide Slate Film Center with information in writing setting forth any physical condition(s) of, and/or medications taken by, such Child and the extent to which such physical condition(s) and/or medications may limit his or her ability to participate in any activities at the Location. In case of an emergency affecting the Child, I hereby give permission for a physician or hospital designated by Slate Film Center to administer treatment to the Child.

I understand and agree that Slate Film Center reserves the right to videotape, photograph and/or otherwise record any of its classes, programs, parties or other events and may use any such video, photograph or other sound or image in which the Child(ren) appears for training, promotional material or advertising purposes, including on the Slate Film Center website and brochures and that the sole rights to these videos, photographs, images and sounds belong to Slate Film Center LLC and/or Slate Film Center Franchising, LLC.

In consideration of Slate Film Center permitting the participation of the Child(ren) in one or more classes, programs or parties at the Location, I hereby acknowledge, understand and agree to the following: (i) I acknowledge and understand that there are physical risks associated with participation in, and/or being present at, the programs offered at the Location; (ii) I, for the Child(ren), myself, any other parent or guardian (and any spouse, partner and legal representative thereof), relatives, heirs, and next of kin of the Child(ren) (referred to collectively as "We", "Us" or "Our"): (A) willingly assume the risks to the Child(ren), to Us, and to any other person(s), including but not limited to any caregiver(s), sibling(s) or child(ren) accompanying the Child(ren) to any program offered at the Location (referred to collectively as the "Other Attendees"); (B) shall, and shall cause the Other Attendees to, comply with all stated and customary terms, signs, rules and instructions as a condition for the Child(ren) participating in, and for Us and the Other Attendees permitted to be present at, any program offered at the Location; (C) agree that Slate Film Center, LLC disclaims, and We release, discharge, protect, defend, indemnify and hold harmless Slate Film Center LLC, its affiliates and related entities, officials, coaches, representatives, officers, directors, shareholders, employees, agents, franchisees, assigns and consultants (collectively, "Released Parties") from and against, any and all claims, actions, liabilities, damages and expenses (including reasonable attorneys' fees and court costs) whatsoever arising out of or in connection with the Child(ren)'s, Our and/or the Other Attendees' participation in, and/or presence at, any program offered at the Location, including injury to, or illness of, the Child(ren), Us, or any of the Other Attendees, or for loss of or damage to any property (referred to collectively as "Claims"); (D) agree that: IN NO EVENT SHALL ANY OF THE RELEASED PARTIES BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER EVEN IF ANY OF THE RELEASED PARTIES WERE PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND REGARDLESS OF WHETHER SUCH DAMAGES ARISE IN CONTRACT, TORT, UNDER STATUTE, IN EQUITY, AT LAW, OR OTHERWISE IN CONNECTION WITH OR IN ANY WAY INCIDENT TO THE CHILD(REN)'S AND/OR THE OTHER ATTENDEES' PARTICIPATION IN, AND/OR PRESENCE AT, ANY PROGRAM OFFERED AT THE LOCATION AND/OR CAUSED BY ANY THIRD PARTIES; and (E) acknowledge that the Location is not an allergy-free environment, and waive any and all claims of liability against the Released Parties related to an allergic reaction by any of Us in connection with food or activities at the Location.

I understand and agree to all the terms and conditions as stated in this Waiver Agreement. These terms and conditions (i) constitute the full understanding of myself and the Released Parties regarding the subject matter herein; (ii) cannot be modified except in writing signed by an authorized representative of Slate Film Center, LLC; and (iii) shall apply to each and every class, program or party in which the Child(ren), and any of my other children, participate, now and in the future, without regard to whether I sign a Waiver Agreement or any other agreement therefore unless, and until such time as, these terms and conditions are modified, and/or are superseded by subsequent terms and conditions, as set forth in writing and signed by an authorized representative of Slate Film Center, LLC.