

RISK ACKNOWLEDGMENT, RELEASE, AND LIABILITY WAIVER AGREEMENT RELATING TO CORONAVIRUS / COVID-19

I, the undersigned parent or guardian of a child who is a participant in the E.S.T.E.A.M Academy and E.S.T.E.A.M Learning Labs (the "School") 2020 Summer Camp Programs (the "Program"), enter into and agree to become legally bound by this RISK ACKNOWLEDGMENT, RELEASE, AND LIABILITY WAIVER AGREEMENT RELATING TO CORONAVIRUS / COVID-19 (the "Agreement") and acknowledge and agree to the following as conditions of my child's participation in the Program.

1. On or about March 11, 2020, Coronavirus Disease 2019 ("COVID-19") was declared a pandemic by the World Health Organization, and that the United States Centers for Disease Control and Prevention has stated, "the best way to prevent illness is to avoid being exposed to this virus." See:

<https://www.cdc.gov/coronavirus/2019-ncov/prepare/prevention.html>

2. I am aware of the contagious nature of COVID-19, and have voluntarily chosen to allow my child to participate in the Program.

3. Camp contractors, employees and / or representatives will be exposed to multiple persons, and employees could be exposed to COVID-19.

4. Although precautions may be taken to reduce the likelihood of transmission of COVID-19, there are no promises, guarantees or expectations that my child will not become infected with COVID-19.

5. By allowing my child to participate in the Program, I am exposing my child, other persons, and myself to the risk of becoming infected with COVID-19, which may result in serious personal injury, illness, permanent disability, and death.

6. I understand the risk to my child of becoming exposed to or infected by COVID-19 may result from the actions of, inaction of, or negligence of, including, but not limited to, myself, other persons, Camp employees, Program participants, and parents or guardians.

7. I assume any and all risks associated with my child's participation in the Program;

and accept personal responsibility for any injury to my child or myself, including, but not limited to, personal injury, illness, disability, death, damage, loss, liability or expense, of any kind or nature, that I or my child may suffer arising out of or in connection with my child or myself becoming exposed to or infected by COVID-19 while my child is participating in the Program.

8. I agree to indemnify, defend, and hold E.S.T.E.A.M Academy and E.S.T.E.A.M Learning Labs, its officers, contractors, participants, parents, successors, assigns, employees, and agents ("Participants") harmless from any and all claims, demands, actions, damages, costs, expenses, fines, covenants and compensation whatsoever, whether for property damage, personal injuries or death, whether now known or unknown, foreseen or unforeseen, patent or latent, arising directly or indirectly from or in connection with the undersigned's child's participation in the Program. It is the intention of this acknowledgement and waiver to hold myself responsible for the payment of any and all claims of any nature and character (arising from the matters described above), including claims in any way attributed to or asserted against E.S.T.E.A.M Academy and/or E.S.T.E.A.M Learning Labs or which E.S.T.E.A.M Academy and/or E.S.T.E.A.M Learning Labs may be required to pay.

9. The undersigned, for himself or herself, assigns, heirs, successors or agents intending to be legally bound, does hereby release, remise and forever discharge the Program, its officers, contractors, participants, parents, successors, assigns, employees, and agents ("Participants"), both individually and in their respective capacity from any and all claims, demands, actions, damages, costs, expenses, fines, covenants, and compensation whatsoever, whether now known or unknown, foreseen or unforeseen, patent or latent, which the undersigned claims or asserts against the School its, officers, contractors, participants, parents, successors, assigns, employees, and agents, relating to the undersigned's child's participation in the Program, from the beginning of time through the date of this Agreement and thereafter.

10. I represent and warrant that I have carefully read and fully understand all of the provisions of this Agreement, knowingly and voluntarily agree to all of the terms set forth in this Agreement, and acknowledge that in entering into this Agreement, am not relying on any representation, promise or inducement made by E.S.T.E.A.M Academy or E.S.T.E.A.M Learning Labs.

11. I acknowledge that I and on behalf of my child have waived all rights to file a lawsuit or to commence an action against the School, its officers, contractors, participants, parents, successors, assigns, employees, and agents. If I, anyone acting on my behalf or my child's behalf later files a lawsuit or action, I shall be liable for the actual attorney

fees and costs incurred by the School in defending any such legal action.

12. I represent and warrant that I am the parent or guardian of the child or children whose name appears below and that I have, as of the date hereof, have taken all necessary actions to authorize the execution of this Agreement and have the full power, authority, and legal right to execute, deliver, and perform the respective obligations under this Agreement.

Intending to be legally bound, I am executing this Agreement as of the date written below.

Name and Age of each child(ren) participating in the Program:

Printed full name of parent or guardian:

Please answer the following questions:

1. Have you or any household members returned from travel within the last 14 days? **YES or NO**

a. If Yes, please indicate to what locations:

2. Have you or any household family members had close contact with or cared from someone diagnosed with COVID-19 within the last 14 days? **YES or NO**

3. Have you or any household family members experienced any cold or flu-like symptoms in the last 14 days (fever, cough, sore throat, pain/pressure in the chest, respiratory illness, difficulty breathing)? **YES or NO**

Parent or Guardian Signature:

Date: