



Release of Liability, Waiver, Indemnification, and Consent

In exchange for good and valuable consideration, including but not limited to STARS Youth Enrichment Program, Inc. ("Stars") permitting me to attend its day camp (the "Activity"), I, and if I am not yet 18 years old, my parent or legal guardian (individually and collectively referred to below in the first person singular), agree to be bound by each of the following:

REPRESENTATIONS AND ACKNOWLEDGEMENT OF RISKS. I acknowledge and agree that (i) notwithstanding Stars preventative efforts, my participation in the Activity may cause or result in injury to my person and/or my property, and I, nevertheless, desire to participate in the Activity; (ii) I understand the potential dangers, hazards and risks of the Activity include, but are not limited to, cuts, muscle sprains, ligament tears, bone breaks, and the possibility of permanent disability or death, and further may include the risk of exposure to COVID-19 (novel coronavirus); and (iii) my participation in the Activity is my voluntary act entered into solely for my enjoyment and benefit. There may be other risks of participation in the Activity, some of which may not be known or reasonably foreseeable at this time. I understand that this Release of Liability, Waiver, Indemnification, and Consent shall apply to all risk associated with my participation in the Activity, including such risks created by actions, inactions, or negligence on the part of Stars or its trustees, officers, employees, agents, volunteers, representatives, successors, or assigns (collectively, Star's "Representatives"), including, but not limited to, risks created by the following: (a) the risk of exposure to COVID-19 (novel coronavirus); (b) my physical, emotional, and psychological limitations and/or discomfort; (c) the physical, emotional, and psychological limitations and/or discomfort of others; (d) the use and/or condition of premises on which the Activity occur; (e) the lack of policies, rules, or regulations with respect to the Activity; (f) the failure of Stars or its Representatives to foresee or to protect me from actions, inactions, negligence, recklessness, or intentional or criminal misconduct of other persons; (g) the unavailability of medical facilities, treatment, and/or professionals; or (h) the lack of supervision by Stars or its Representatives.

ASSUMPTION OF RISK. I assume all risks, known and unknown, foreseeable and unforeseeable, in any way connected with my participation in the Activity, including (but not limited to) risks associated with exposure to COVID-19 (novel coronavirus). I accept personal responsibility for any liability, injury, loss, or damage in any way connected with my participation in the Activity, including (but not limited to) risks associated with exposure to COVID-19 (novel coronavirus).

RELEASE AND WAIVER. I release Stars and its Representatives from any and all liability, and waive any and all claims, for injury, loss, or damage, including attorneys' fees, in any way connected with my participation in the Activity, even if caused in whole or in part by the negligent acts or omissions or other misconduct of Stars or any of its Representatives, including (but not limited to) risks associated with exposure to COVID-19 (novel coronavirus) (a "Claim"). This release does not apply to reckless or intentional misconduct of Stars or any of its Representatives. Further, I agree that Stars is not liable for any stolen property or damage to my property resulting from my participation in the Activity.

INDEMNIFICATION. I agree to indemnify and to hold harmless Stars and its Representatives from any Claim or expense, including reasonable attorneys' fees for the legal counsel of Stars' choice, in any way connected with a Claim. This includes, but is not limited to, the cost of defending any Claim that I, or any member of my family, might make, or that might be made on my behalf, or on behalf of any of my family members, that is released or waived by this instrument.

BINDING EFFECT. This instrument shall be binding upon my relatives, personal representatives, members, heirs, beneficiaries, next of kin, or assigns and shall inure to the benefit of Stars and its Representatives.

CONSENT TO MEDICAL TREATMENT. I authorize Stars and its Representatives to provide to me, through medical personnel of their choice, medical assistance, transportation, and emergency medical services should I require such assistance, transportation, or services as a result of injury or damage related to my participation in the Activity. This consent does not impose a duty upon Stars or its Representatives to provide such assistance, transportation, or services. I further agree to assume all responsibility for the costs of any medical treatment.

POLICIES, EXPOSURE NOTICE, AND CERTIFICATION. I agree to abide by any policies, procedures, and guidelines established by Stars for participation in the Activity, including (but not limited to) policies and safety measures reflected in the attached COVID-19 – Program Guidelines, which are intended to mitigate exposure to COVID-19 (novel coronavirus).

MEDIA. I consent to and authorize the use and reproduction by Stars of any and all photographs and any other audio-visual materials taken of me for promotional material, educational activities, and exhibitions or for any use benefitting Stars. I grant and convey to Stars all right, title, and interests in any and all photographs, images, video, or audio recordings of me or my likeness or voice made by Stars in connection with my participation in the Activity.

SEVERABILITY. If any provision (or portion of any provision) of this instrument is held to be invalid or unenforceable, that provision shall be enforceable in part to the fullest extent permitted by law, and such invalidity or unenforceability shall not otherwise affect any other provision of this instrument.

APPLICABLE LAW. Because the Activity is located in the State of [____], and in order to provide certainty in the law to be applied to the construction of this instrument, this instrument shall be governed, construed, and enforced in accordance with the law of the State of [____].

I HAVE CAREFULLY READ THIS RELEASE OF LIABILITY, WAIVER, INDEMNIFICATION, AND CONSENT AND FULLY UNDERSTAND ITS CONTENTS. I AM SIGNING THIS RELEASE OF LIABILITY, WAIVER, INDEMNIFICATION, AND CONSENT VOLUNTARILY.

Printed Name

Signature

Date

If the person participating in the Activity is not yet 18 years old, one of his/her parents or legal guardians must sign:

In exchange for my child or ward being allowed to participate in the Activity, and as the parent or legal guardian of the above-named individual, I verify that I fully understand, agree to, and accept all provisions of this Release of Liability, Waiver, Indemnification, and Consent. I further represent and agree that I am signing on behalf of, and as an agent for, any other individual who may be a parent or guardian of my child or ward, that I am fully authorized to do so, and that by executing this Release of Liability, Waiver, Indemnification, and Consent, I am binding myself, any other parent or guardian of my child or ward, and my child or ward.

Printed Name

Signature

Date