

## **Waiver, Release and Assumption of Risk (“Parent Release Form”) for Parents and their Children Participating in Activities at WordCamp Boston**

I understand that WordCamp Boston ("WCBOS") provides the event, KidsCamp Boston, to the community. WCBOS rents the physical space from Boston University ("BU") during KidsCamp operating hours. Throughout this agreement, "the KidsCamp community" refers to WCBOS and its individual managers, directors, officers, board members, organizers, agents, employees, volunteers, attendees, and representatives; KidsCamp employees, volunteers, attendees, and their heirs, assigns, personal representative and estate; and BU.

I further understand that, while KidsCamp is designed to be a child-friendly experience, WCBOS provides KidsCamp to the public on an "as is" basis and does not provide any warranty or guarantee that KidsCamp or the items or facilities in KidsCamp are suitable or safe for any purpose or individual in KidsCamp. Activities in KidsCamp include, but are not limited to, playing in the KidsCamp play areas, using the KidsCamp facilities, attending special events in KidsCamp, and accompanying and supervising children in KidsCamp.

I understand that WCBOS and KidsCamp members do not provide supervision of any individual within KidsCamp. Each child within KidsCamp is to be accompanied and supervised by a responsible adult that may include, but is not limited to, the child's parents, legal guardians, other relatives, babysitter, nanny, or friend's parent, collectively known as "the child's caretaker." "Child's Parents" will refer to all of the child's legal guardians, as well as the child's parents and their parents' spouses and spousal equivalents.

In consideration of the services provided by WCBOS and the KidsCamp members and my desire for my child to participate in activities in KidsCamp, I, on behalf of myself and the Child's Parents, my minor child for whom I am appointed guardian, and our heirs, assigns, personal representative and estate, hereby:

- a) agree to use KidsCamp and its facilities in a safe and responsible manner;
- b) agree to provide supervision for my child and any other children that I bring to KidsCamp, and to ensure that my child is brought to KidsCamp by the child's caretaker who will supervise my child in KidsCamp;
- c) agree that the child's caretaker will abide by the KidsCamp rules and instructions of KidsCamp members and WCBOS representatives, whereby I acknowledge that (i) those rules, instructions, and directions are intended to promote the safety of myself, my child, and others; (ii) my failure or refusal to abide by those rules, instructions and directions can lead to the immediate revocation of my right to use KidsCamp without any right to refund of any payments made; and (iii) in the event of sickness, accident or injury, I and the Child's Parents authorize KidsCamp members and WCBOS representatives to obtain, on our behalf, emergency medical treatment and to secure such medical treatment at our expense;

d) agree to fully and forever waive, release and discharge the KidsCamp community from any and all claims, actions, causes of action, demands, judgments, damages (including compensatory, general, special, consequential, exemplary and punitive), liability or obligations of any nature or kind, whether known at the time I or the Child's Parents leave KidsCamp or which may arise or become known later, which accrue on account of, or in any way arise out of or in connection with my, the Child's Parents', or my child's participation in activities in KidsCamp;

e) agree to indemnify and hold the KidsCamp community harmless from and against any and all losses, liabilities, claims, obligations, costs, damages, and/or expenses whatsoever, including, but not limited to, any and all attorneys' fees, costs, injury, damages and/or judgments directly or indirectly arising out of, or relating to my and the Child's Parents' acts or omissions while participating in any activities in KidsCamp;

f) acknowledge that there are foreseen and unforeseen risks associated with participating in activities in KidsCamp; examples include, but are not limited to, physical or emotional injuries, property damage, illness or even death;

g) agree to accept and assume all of the risks that accompany participating in activities in KidsCamp and represent that my, the Child's Parents', and my child's participation in activities in KidsCamp is purely voluntary and we are electing to participate in activities in KidsCamp notwithstanding the risks; and

h) agree that if my child are accompanied in KidsCamp by the child's caretaker, which is not myself or my spouse/spousal equivalent, that I and the Child's Parents will ensure that the child's caretaker signs the KidsCamp Caretaker release form, and I and the Child's Parents will indemnify and hold the KidsCamp community harmless from and against any and all losses, liabilities, claims, obligations, costs, damages, and/or expenses whatsoever, including, but not limited to, any and all attorneys' fees, costs, damages and/or judgments directly or indirectly arising out of, or relating to the child's caretaker's presence and participation in any activities in KidsCamp.

To the maximum extent permitted by applicable law, this release of the KidsCamp Community from liability includes without limitation any claims of negligence or breach of warranty.

I hereby acknowledge and represent to WCBOS that I have read and fully understand this Release Form, and understand that I have limited my rights and the Child's Parents' rights to pursue a claim against the KidsCamp community by signing this Release Form. I further represent that I am signing this Release Form freely and voluntarily.

I expressly agree that this Release Form is intended to be as broad as is permitted by the laws of Massachusetts and if any portion is held invalid, it is agreed that the balance shall continue in full legal force and effect. I understand and agree that this Release Form shall be governed by the laws of the Commonwealth of Massachusetts. I hereby consent on behalf of myself, the Child's Parents, and my child to the exclusive jurisdiction of the state and federal courts located in Suffolk County, Massachusetts, for any and all claims related to or arising out of our

participation in activities in KidsCamp.

**Please Read and Check Off**

☐ I understand that I NEED TO BRING A LAPTOP OR TABLET to participate in the activities on July 20<sup>th</sup> and that WCBOS cannot provide me/my child with one, and that the laptop or tablet needs to be fully charged and Wi-Fi-capable. I agree to bring a charger for the device(s) to enable my child's participation.

☐ I acknowledge that WCBOS and BU's facilities are not responsible for lost or stolen personal items that are brought to class. All personal items must be monitored by myself, or my child, and we are solely responsible for theft or damage to our personal property.

☐ I agree that if the food choices do not reflect my child's requirements, I will bring a bagged lunch.

**Please state any and all allergies or medical conditions we need to know about.** Although you or the child's caretaker will be with your child, we want to make sure we are aware of such things.

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**Child's first/last name:** \_\_\_\_\_

**Child's age:** \_\_\_\_\_

**Child's first/last name:** \_\_\_\_\_

**Child's age:** \_\_\_\_\_

**Child's first/last name:** \_\_\_\_\_

**Child's age:** \_\_\_\_\_

**Name of the adult(s) that will be present with the child or children at all times during KidsCamp:** (This could be you OR whoever is bringing/staying with the child.)

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**Relationship of that person to the child/children:**

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**My contact information:**

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**Contact information of the person(s) who will be supervising my child during KidsCamp (if not myself):**

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**Additional emergency contact information:**

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**I HAVE READ THIS RELEASE, FULLY UNDERSTAND ALL OF ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND VOLUNTARILY AGREE TO BE BOUND BY THESE TERMS.**

Signed by Child's or Children's Parent or Legal Guardian:

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Signature/Date

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Print Full Name