



WAIVER, RELEASE OF LIABILITY, INDEMNIFICATION AND CONSENT

The Walder Science STEMobile (the “Program”) of Walder Science at the Foundation for Learning and Development (the “Organization”) aims to provide interactive, hands-on activities for its participants. The Organization’s directors, officers, employees, agents, volunteers, successors, or assigns (collectively, the “Sponsors”) will take measures to facilitate the safety of each child enrolled in the Program.

I, _____, in exchange for my child (or ward) being allowed to participate in the Program, agree to bind myself and my child to each of the following:

Behavior. In order to maintain a safe and secure environment, my child will obey all directives of the Sponsors, and failure to do so may result in termination of enrollment without refund. If my child damages any of the Organization’s property, I assume all responsibility to repair and/or replace the damaged property as the Organization sees fit.

Consent to Medical Treatment. I authorize the Sponsors to provide to my child, through medical personnel of its choice, customary medical assistance, transportation, and emergency medical services. This consent does not impose a duty upon the Sponsors to provide such assistance, transportation, or services. I hereby authorize any treating healthcare provider to use and disclose protected health information to the Sponsor so that my child may be availed of medical attention, assistance, transportation and emergency and other medical services provided by emergency services or a healthcare provider.

Photographs and Videos. I understand and agree that photographs and videos are periodically taken of participants in the Program, and that the Organization may use these photographs or videos in future publications. For valuable consideration, which is hereby acknowledged, I irrevocably transfer any rights or interests that I have or may have to such photographs, videos, or parts thereof (collectively the “Images”), to the Organization. I waive any privacy and publicity interests which I or my child may have in the Images. I understand that the Organization may use, or not use, the Images at its discretion, for any lawful purpose.

Identification of Risks. I understand that any activity involves risks of injury and loss, both to person and to property. I understand that this Waiver and Release of Liability is intended to address all of the risks of any kind associated with participation in any aspect of the Program, including, particularly, such risks created by actions, inactions, or negligence on the part of the Sponsors.

Voluntary Participation and Assumption of Risk. I understand that participation in the Program is voluntary. In the same way, I voluntarily assume personal responsibility for any



injury, liability, loss or damage arising from any and all risks, known and unknown, in any way connected with my child's participation in the Program. To the extent any participation in the Program occurs remotely or online, I agree that supervision of such activity is solely my responsibility.

Release, Waiver, Covenant Not to Sue, and Consent to Arbitration. In specific consideration for my child being allowed to participate in this program, I, on behalf of myself and my child, release the Organization and the Sponsors from, and waive, all claims that may arise in connection with the foreseeable and unforeseeable risks that occur in activities of the Program. I further covenant not to sue the Organization or any of the Sponsors for any liability, injury, loss, or damage involving my child in any way connected with participation in the Program, whether or not caused in whole or part by the negligence or other misconduct of the Organization or the Sponsors. Any disputes regarding this document or the Program shall be resolved in confidential, binding arbitration before the Beth Din of the Chicago Rabbinical Council or the American Arbitration Association, as agreed by the parties.

Indemnification. I agree to indemnify and to hold harmless (in other words, to reimburse and to absolve from responsibility) the Organization and the Sponsors from all claims for any liability, injury, loss, damage, or expense, including attorneys' fees, in any way connected with or arising out of my or my child's participation in the Program, whether or not caused in whole or in part by the negligence or other misconduct of the Organization or the Sponsors.

Binding Effect, Severability and Applicable Law. This instrument shall be binding upon my relatives, personal representatives, heirs, beneficiaries, next of kin, or assigns and shall inure to the benefit of the Sponsors. If any provision (or portion of any provision) of this instrument is held to be invalid or unenforceable in part or in whole, such invalidity or unenforceability shall not otherwise affect any other provision of this instrument to the extent permissible by law. This instrument shall be governed, construed, and enforced in accordance with the law of the State of Illinois.

THIS IS A WAIVER, RELEASE OF LIABILITY, INDEMNIFICATION AND CONSENT. I UNDERSTAND AND AGREE TO ITS CONTENTS.

Printed Name(s) of Child(ren)/Ward(s)

Date

Signature of Parent/Guardian

Printed Name of Parent/Guardian

Parent/Guardian Email Address

Parent/Guardian Emergency Phone Number

