

## Destination Science Liability Waiver

### **ACKNOWLEDGEMENT OF RISK AND CONSENT**

THIS FORM MUST BE COMPLETED BY ONE CUSTODIAL PARENT/GUARDIAN OF THE CHILD. DO NOT SIGN THIS FORM UNTIL YOU HAVE READ IT, COMPLETELY UNDERSTAND IT, AND AGREE TO ALL OF ITS TERMS.

### **ALL DESTINATION SCIENCE PROGRAMS**

I, the undersigned parent/legal guardian of enrolled child (the "participant") hereby acknowledge that I understand that I have been offered to have the participant participate in a children's program (the "program") operated by Destination Science for the program session. I understand that in this Form Destination Science includes the Corporation, its employees, officers, directors, partners, mandataries, representatives, agents, subsidiaries, parent or affiliate corporations, successors, assigns, and any volunteers.

### **ACTIVITIES:**

Students will be participating in activities at DS campsites or in their home environment. Online and In-Person activities may include, but are not necessarily limited to: science building projects, experiments, challenges, songs, games, videos, team-building activities, both live and pre-recorded, using internet platforms; At home activities- the participant will be invited to undertake activities on their own time, such as, but not limited to, at home science, creative arts, games, challenges and DIY projects. I hereby acknowledge that all projects brought home from Destination Science Camp are to be used only under adult supervision. Projects may contain small parts and Destination Science does not assume risks or supervision for these parts for participants or any household member or other.

### **PHOTOGRAPHY AND COLLECTION OF INFORMATION:**

All photographs, film, video, or other audio-visual recording taken of the participant or its agents shall be and remain the sole and exclusive property of Destination Science and may be stored, maintained, used, modified, published or broadcast in any medium now known or hereafter devised, without payment or compensation to Destination Science or any affiliated or related entities, and their advertising and promotional agencies. I understand that online activities will be recorded. I understand that these recordings may capture the participant's name, likeness, image or voice. I give permission for Destination Science to use these recordings, projects and activities produced by the participant (such as science builds, experiments, crafts, games, songs, etc.), or data collected through participation surveys, and that I will not have an opportunity to review or approve such uses.

### **DESTINATION SCIENCE IN PERSON PROGRAMS:**

- **CONSENT TO MEDICAL TREATMENT:** In the event of any emergency, illness, injury, and/or accident, I authorize the camp instructor or any Destination Science employee to act on my behalf. They may approve any and all non-emergency or

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emergency treatment and are authorized to sign any and all medical release or required form(s) on my behalf. In the event of an emergency, I understand that I will be notified of the situation as soon as practicable. I agree to pay any necessary expenses incurred in the medical treatment of my child, including, but not limited to all transportation costs to and from a medical facility, and, if necessary, transportation to my home or medical facility of choice.

- **CONSENT TO RISK:** I understand that the risks associated with camp activities could result in injury and/or death to my child. I hereby assume these risks and, knowing them, hereby give my child permission to participate. I understand that the Destination Science is not liable for any injuries or other occurrences due to indoor and outdoor camp activities or related risks, and/or the actions or omissions of Destination Science camp counselors, volunteers, employees, trustees, directors, officers, or any other entities being released.

I understand that by signing below, I am acknowledging my AGREEMENT TO THE ABOVE.

### **DESTINATION SCIENCE ONLINE PROGRAMS:**

- **DAMAGE:** Damage to equipment, such as a smartphone, computer, tablet, internet access, headset, earphones, microphone, digital camera, etc., is the sole responsibility of the owner of said equipment. Destination Science will not be responsible for any damage that may happen during or after the program.
- **SUPERVISION:** Because students will be participating in their "home" environment, Destination Science will not provide full supervision for the participant during or after the program for the participant or their family members. While measures are being taken to manage any risk, there is still the risk that something unexpected may happen. Participation in the program is at their own risk. The participant's participation in the program may lead to additional risks not described above.
- **SECURITY:** While we take every security precaution before, during, and after all online programming, the participant's participation in the program, including each of the activities offered as part of the program involves a risk of injury or death and/or damage to or loss of property. participants and/or their parents/guardians must assume these risks. All of the risks cannot be listed on this Form, but may include: the risk of data mining, phishing, viruses, malware, data breach of online information, cyberbullying, exploitation, victimization, cyber stalking, online grooming, cyber predators, digital footprint, reputation loss, compliance violations, brand hijacking, image replication.
- I consent to the participant's participation in the program for the program session with the knowledge of the RISKS involved.
- **ACCEPTANCE OF RISK:** I accept any and all RISKS, including the risk of injury or death and/or damage to or loss of property associated with my child's participation in the program.

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### **Transfers, Cancellations & Refunds**

- **Destination Science's Transfer & Refund Policy**
- There is no fee for transfers between sessions & locations.
- All transfers must be made no later than two (2) weeks prior to the start of your camp or club session.
- We do not issue refunds to children who have been asked to leave the program for any reason.
- Refunds or credits will not be issued for any missed or partial days.
  
- **Destination Science's In Person Camp Cancellation Policy If You Cancel**
- You may cancel up to May 31, 2021 and receive a full refund of your payment to the payment method used in 2021, less a \$40 processing fee per transaction.
- You may cancel between June 1, 2021 and up to seven (7) calendar days prior to your camp start date, and receive a 100% credit voucher usable for any Destination Science offering through August 31, 2023.
- There will be no credits or refunds provided if you cancel within seven (7) calendar days of your camp start date.
  
- **Destination Science's In Person Camp Cancellation Policy If We Cancel**
- If Destination Science cancels for any reason, including (but not limited to) any state, county, federal or school orders or mandates, you can choose a 100% refund to the payment used by you to register in 2021, or a 100% credit that can be used for any Destination Science offerings through August 31, 2023.
- If Destination Science cancels in the middle of a weekly session due to any state, county, federal or school health orders or mandates, your child can pivot to an online session for the rest of the week or receive a prorated credit based on days cancelled in that week that can be used for any Destination Science offerings through August 31, 2023.
  
- **Destination Science's Online Camp/Club Cancellation Policy**
- We cannot provide cash refunds for any online camp or club session.
- If you need to cancel, a credit voucher minus supply fee will be issued to your family account. The credit voucher is usable for any Destination Science offering through August 31, 2023.
- **ACCEPTANCE OF POLICY:** I accept the terms of the Cancellation Policy.

### **WAIVER, AGREEMENT NOT TO SUE AND INDEMNITY:**

In exchange for the participation in the program for the program session, I AGREE TO THE FOLLOWING:

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- a) I agree to waive any and all liability, of any kind;
- b) I agree that I will not commence or participate in any type of claim or lawsuit against the Destination Science; and
- c) I agree that I will completely indemnify and hold harmless for any claims or lawsuits against Destination Science by any person or corporation, including the participant in his or her personal capacity or by any legal person on his or her behalf.

I understand that by signing below, I am acknowledging my AGREEMENT TO THE ABOVE.

### **EXCLUSION:**

I agree that any violation of the rules of the program by the participant or any behavior that puts the participant or others at physical or emotional risk will result in immediate dismissal from the program at the discretion of the program management.

### **JURISDICTION, APPLICABLE LAW AND CLASS ACTION WAIVER:**

I agree that any dispute arising out of, in connection with or incident to the participation in the program shall be litigated, if at all, before the Superior Court of California, County of Orange, to the exclusion of the courts of any other city, province or country. I further agree that the applicable law to be applied to any dispute shall be the law of the State of California.

I understand that this Form provides for the exclusive resolution of disputes through individual legal action on my own behalf instead of through any class action. Even if the applicable law provides otherwise, I agree that any lawsuit against Destination Science whatsoever shall be litigated by me individually and not as a member of any class or as part of a class action, and I expressly agree to waive any law entitling me to participate in a class action.

### **SEVERABILITY:**

If any provision of this Form is held by a Court to be unenforceable, then such provision will be modified to reflect the parties' intention. All remaining provisions of this Form shall remain in full force and effect as drafted. Signing below confirms that you have read the above program information, acknowledge and accept the entire content of the preceding TWO PAGES, and that you agree to be bound by it.

By Signing this form you are accepting risks and agreeing to give up certain legal rights, including the right to sue. Clicking on the checkbox for Liability Waiver Agreement Form will be construed as your electronic signature to this form.

**I have read the above and I agree to the above Liability Waiver Terms & Conditions.**