

MAGIC SCIENCE VAN
Science Enrichment Adventures
(A program of Of Course You Can, LLC)

RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AND
PARENTAL CONSENT AGREEMENT

This Release and Waiver of Liability (the "Release") is executed on this _____ day of _____, 2019, by a minor _____ ("Minor") and his/her parent or legal guardian _____ ("Guardian") in favor of OF COURSE YOU CAN, LLC, a Limited Liability Company organized and existing under the laws of North Carolina, and their respective directors, managers, employees, agents, affiliates and assigns (collectively, "Of Course You Can"). The Minor desires to participate as a participant of Of Course You Can Science, Art & Adventure Day Camp and engage in the activities related to being a camper. In consideration for participating as a camper, both Minor and Guardian hereby freely and voluntarily, without duress, execute this Release under the following terms:

1. **Guardian Status.** By my signature below, I attest that I am the parent or legal guardian of the Minor named in this Waiver and Release, and that I have the authority to execute this Waiver and Release on behalf of the Minor.

2. **Waiver and Release.** The Guardian and Minor each release and forever discharge and hold harmless Of Course You Can, LLC and their respective shareholders, directors, officers, employees, agents, affiliates, successors and assigns from any and all liability, claims, and demands of whatever kind or nature, either in law or in equity, which arise or may hereafter arise from the Minor's participation and time at Of Course You Can, LLC. The Guardian and Minor each understand and acknowledge that this Release discharges Of Course You Can, LLC from any liability or claim that Guardian and Minor may have against Of Course You Can, LLC with respect of bodily injury, personal injury, illness, death, or property damage that may result from activities at an Of Course You Can, LLC activity site. It is also understood that Of Course You Can, LLC does not assume any responsibility for or obligation to provide financial assistance or other assistance to the Minor, including but not limited to medical, health or disability insurance in the event of injury, illness, death or property damage

3. **Insurance.** The guardian and minor each understand that we expressly waive any such claim for compensation or liability on the part of Of Course You Can, LLC beyond what may be offered voluntarily and freely by the representative of Of Course You Can, LLC, in its sole discretion in the event of such injury or medical expense.

4. **Medical Treatment.** The Guardian and Minor each hereby release and forever discharge Of Course You Can, LLC from any claim whatsoever which arises or may hereafter arise on account of any first-aid treatment or other medical services rendered in connection with an emergency during the Minor's time at Of Course You Can, LLC.

5. **Assumption of Risk and Indemnification.** The Guardian and Minor each understand that the Minor's time with Of Course You Can, LLC may include activities that may be hazardous to the Minor including, but not limited to, zip lining, contact with animals, creek crossing, hiking, and local transportation to and from activity sites. We recognize and understand that the Minor's activities at Of Course You Can, LLC may, in some situations, involve activities which can pose

risk of harm or injury to the Minor. As the Guardian for the said Minor I, and the minor also hereby expressly assume the risk of injury or harm in these activities and release Of Course You Can, LLC from all liability for injury, illness, death or property damage resulting from the Minor's activities or the Minor's time at Of Course You Can, LLC. Guardian and Minor agree that if anyone makes a claim against Of Course You Can, LLC or any of the sites visited, on behalf of Guardian or Minor, that Guardian and Minor agree to indemnify, save and hold harmless Of Course You Can, LLC, and all sites visited from any claim, including without limitation, loss, liability, damage or cost which may occur as a result of any such claim.

6. **Photographic Release.** As the guardian of said minor I, and the Minor each grant and convey unto Of Course You Can, LLC all right, title, and interest in all photographic images and video or audio recordings made by Of Course You Can, LLC during the minor's time with Of Course You Can, LLC. If I have previously withheld right, title, and interest in all photographic images and video or audio recordings made by Of Course You Can, LLC of the subject minor, then that will override this permission. Of Course You Can, LLC will honor that requirement while the rest of this document remains in force.

7. **Behavior.** As the guardian of said minor I, and the Minor, each understand that the Minor's behavior at Of Course You Can, LLC must comply with all rules and regulations of the Magic Science Van Science Enrichment Adventures, and laws of North Carolina and the United States of America.

8. **Other.** The Guardian and the Minor each expressly agree that this Release is intended to be as broad and inclusive as permitted by the laws of North Carolina, and that this Release shall be governed by and interpreted in accordance with the laws of North Carolina. I agree that in the event that any clause or provision of this Release shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall no otherwise affect the remaining provisions of this Release which shall continue to be enforceable.

THIS IS A VOLUNTARY RELEASE OF ALL CLAIMS BY YOU. PLEASE READ CAREFULLY BEFORE SIGNING.

I have read this Release, Waiver of Liability, Indemnity Agreement and Parental/Guardian Consent Agreement, and understand that I have given up substantial rights by signing it and have signed it freely and voluntarily.

Name of Legal Guardian _____

Name of Dependent/Minor _____

Signature of Legal Guardian _____ Date _____

Please PRINT, SIGN, & RETURN this form in one of the following ways before the beginning of the program:

Email: MagicScienceVan@gmail.com (make sure you receive confirmation email)

Mail: MSEC, Attn: Magic Science Van, PO Box 32091, App State, Boone NC, 28608

In person: drop off at the [Math & Science Education Center](#), Suite 506, College of Education, Appalachian State University