

PARENTAL/GUARDIAN ASSUMPTION OF RISK, RELEASE AND WAIVER OF LIABILITY AND CONSENT FORM
THIS IS A BINDING LEGAL CONTRACT. PLEASE READ IT CAREFULLY BEFORE SIGNING.

These terms and conditions relate to all event attendees (a “Holder” and/or “Related Persons” as used in this agreement) using a ticket (printed or digital) (a “Ticket”) to gain admittance to a program sponsored by the STEM Alliance (the “Program”) at any space or location where such Program is being held (a “Venue”). Holder agrees that by enrolling itself and/or such Holder’s Related Persons in the Program, Holder consents to its and/or such Holder’s Related Persons’ participation in the Program and hereby acknowledges that it is entering into a contract that limits the liability of the STEM Alliance of Larchmont-Mamaroneck, Inc. (the “STEM Alliance”), the Program partners and vendors, and each of their respective officers, directors, employees, representatives, volunteers, affiliates and owners (collectively and individually, “Promoters” or “we”). Holder hereby agrees to the following terms and conditions of this Consent Form:

ACKNOWLEDGEMENT AND ASSUMPTION OF RISK. By enrolling itself and/or such Holder’s Related Persons in the Program, Holder assumes all risks to itself and such Holder’s Related Persons. Holder acknowledges that Program activities, including but not limited to all virtual, hands-on and in-person educational activities are inherently hazardous, and that risks to Holder and such Holder’s Related Persons include physical injury, including death, and property damage and loss.

RELEASE OF LIABILITY. In consideration for permitting Holder and/or such Holder’s Related Persons to participate in the Program, Holder agrees, to the maximum extent permitted by law, to hereby release the Promoters from any and all liability, including but not limited to: (1) damage to, or loss of, Holder’s property, (2) harm, injury and death to Holder and/or such Holder’s Related Persons, (3) exposure to the Coronavirus and related illnesses or any other disease, infection or illness resulting directly or indirectly from staff, other participants, other children or other causes; and (4) all risks resulting from negligent or incorrect instruction or supervision by Promoters or anyone supervising Holder and/or such Holder’s Related Persons. This release is intended to discharge in advance to the fullest extent permitted by law all liability related to Holder and/or Holder’s Related Persons’ enrollment in the Program, even though that liability may arise out of negligence, carelessness, or other conduct on the part of Promoters or third parties. This release applies to Holder’s successors and heirs. “Holder” shall mean each of (a) a holder of a Ticket entering a Venue or seeking admittance to a Venue or who has spent any time in or on the premises of a Venue; (b) a holder of a Ticket who, whether voluntarily or involuntarily, does not enter a Venue, or who is denied admittance or access to a Venue; (c) a purchaser of a Ticket and regardless of whether or not such purchaser actually enters a Venue or personally uses such Ticket; (d) an individual to whom a Ticket purchased by a purchaser described in the foregoing clause (c) is transferred (whether or not for consideration); and (e) an individual to whom a Ticket is issued (whether or not for consideration). “Related Persons” of a Holder shall mean, collectively, such Holder’s heirs, assigns, executors, administrators, and next of kin, and each individual attending the Program with such Holder, including, without limitation, any accompanying minors, each individual on whose behalf such Holder purchases any one or more Tickets or to whom such Holder sells or transfers any one or more Tickets, including any minors, and other persons acting or purporting to act on such Holder’s or any of the foregoing persons’ or entities’ behalf. Each Holder represents and warrants that such Holder has been authorized by each of such Holder’s Related Persons to act on such Related Person’s behalf for purposes of the releases and waivers set forth in this agreement. Each Holder covenants and agrees that such Holder will notify each individual to whom such Holder sells or transfers a Ticket of the terms and conditions of this agreement upon the sale or transfer of such Ticket, will notify each individual accompanying such Holder to any one or more Venues for the Program of the terms and conditions of this agreement prior to such individual’s entrance into any Venue, and will notify each of such Holder’s other Related Persons of the terms and conditions of this agreement prior to such Holder’s Related Persons entrance into any Venue.

CONSENT AND PARENTAL/GUARDIAN CONSENT. In connection with administering the Program, the STEM Alliance will collect personal information from the Holder and such Holder’s Related Persons, such as name, age, school of attendance, grade level, phone number, e-mail address, and address in addition to any personal content that the Holder and such Holder’s Related Persons may upload or otherwise display in connection with the Program or otherwise disclose to the Promoters. Websites must obtain consent from the Holder or a parent or legal guardian before collecting information from the Holder or any minor child(ren) or before permitting them to disclose Holder’s personal information or personal information of any minor child(ren). Accordingly, Holder’s consent is required for Holder and/or such Holder’s Related Persons to participate in the Program and for the STEM Alliance to collect and disclose personal information in connection therewith. By signing below, Holder consents to the STEM Alliance’s collection, use, and disclosure of Holder’s and/or such Holder’s Related Persons’ personal information in connection with administering the Program, and hereby releases the Promoters from, and waives any claims related to, the making and/or use of any personal information provided in connection with the Program. For general information on how the STEM Alliance uses personal information, please review our Privacy Policy at <http://lmstemalliance.org/stem-alliance-privacy-policy.html>. The Program sessions utilize technology and services provided by third parties; copies of applicable third-party terms of service and privacy policies are available at <https://cutt.ly/snhPJdP>. By signing below Holder also acknowledges that Holder has read and agrees to these terms of service and privacy policies.

PHOTOGRAPH, RECORDING AND PUBLICITY RIGHTS RELEASE. By enrolling itself and/or such Holder's Related Persons in the Program, Holder's and/or such Holder's Related Persons' name, picture, likeness and/or voice (collectively, "Likeness") may appear in audio, visual, and/or audiovisual media recordings and images of the Program and related promotional or documentary materials (the "Materials"). In order for Holder and/or such Holder's Related Persons to participate in the Program, Holder must sign this Photograph, Recording and Publicity Rights Release (the "Release"). Holder agrees to Holder's and/or such Holder's Related Persons' Likeness appearing in such Materials, and Holder hereby waives any publicity rights or other rights Holder and/or such Holder's Related Persons may have in such Materials. Holder hereby consents to the use of such Materials by the STEM Alliance and its representatives (the "Promoters") for any purpose without any compensation to Holder. Those uses may include, without limitation: transcription, modification, reproduction, public display, printing, uploading to websites, distribution, broadcast, and transmission in any form. Holder hereby releases the Promoters from, and hereby waives any and all claims related to, the making and/or use of any such Materials.

Holder agrees that the STEM Alliance is the exclusive owner of the Materials and that Holder will not have a right to review or approve the Materials. To the extent the Materials are not deemed owned by the STEM Alliance, Holder hereby assigns to the STEM Alliance, for no consideration, all rights Holder may have in the Materials. Holder acknowledges that Holder has read this Release. Holder understands and agrees that the Promoters are relying on this Release in allowing Holder and/or such Holder's Related Persons to participate in the Program.

I, Holder, acknowledge that I have read this Assumption of Risk, Release and Waiver of Liability and Consent Form and that I understand that it includes provisions pertaining to an assumption of risk, a release of liability, a consent and a publicity waiver and release. I understand and agree that the Promoters are relying on this Assumption of Risk, Release and Waiver of Liability and Consent Form in allowing me and/or my Related Persons to participate in the Program.

This Assumption of Risk, Release and Waiver of Liability and Consent Form is governed by and construed in accordance with the laws of the State of New York. I, Holder, hereby submit to the jurisdiction of the federal and state courts located in New York County, New York State, for the resolution of disputes arising hereunder or relating hereto, regardless of the place of execution hereof.

CAPACITY. I, Holder, am the parent or legal guardian of the minor participant(s) ("Minor Participant") named below. I have the legal right to consent to and, by signing below,* I hereby consent to, the collection, use, and/or disclosure of the information, as described above, of the Minor Participant(s) listed below and to the terms and conditions of the Assumption of Risk, Release and Waiver of Liability and Consent Form described herein.

*This Contract may be executed by electronic signature and electronic transmission, including via Google Form or other similar method.

PRINTED NAME _____ **SIGNATURE:** _____ **DATE:** _____

Parent/Legal Guardian, signing on own behalf and/or on behalf of all Minor Participants listed below.

Minor Participants Enrolled in the Program:

Name: _____ **Age:** _____ **Name:** _____ **Age:** _____

Name: _____ **Age:** _____ **Name:** _____ **Age:** _____