

STARGAZER DAY CAMP WAIVER AGREEMENT

ACKNOWLEDGMENT, WAIVER AND RELEASE AGREEMENT, AND INDEMNIFICATION AGREEMENT

The undersigned, parent/guardian of a minor child who intends to attend the Stargazer Day Camp Program at Public School 207 located at 4011 Fillmore Ave, Brooklyn, New York, and Public School 312 located at 7103 Avenue T, Brooklyn, NY 11234 (the "Schools"), Hereby acknowledges that the Stargazer Day Camp Program is not sponsored by the School, and is being provided solely by Stargazer Day Camp on the School's premises. I hereby acknowledge and accept that there are certain risks arising from or in connection with the Stargazer Day Camp Program, including but not limited to bodily injury. I am fully aware of the risks and hazards connected with the activity, and voluntarily assume full responsibility for any risks of loss, property damage or personal injury that may be sustained by my son or daughter as a result of my taking the Stargazer Day Camp Program, whether caused by the negligence of the School, Stargazer Day Camp, Program or otherwise.

I hereby represent and warrant that my child is in good health and that she has no health condition(s), illness or communicable disease that may make his or her use of the Public School 207 and Public School 312 facilities injurious to him or her, or any other user of the facilities previously mentioned. If my child should develop any such condition, illness disease during the term of the Stargazer Day Camp Program, I promise to have my child cease attendance at the Stargazer Day Camp Program until we have received an appropriate medical release from her doctor authorizing her to continue.

I hereby release and forever discharge Stargazer Day Camp, Public School 207, Public School 312, and their trustees, owners, officers, servants, agents and employees from any and all liability for any damages, losses or injuries which may be sustained or suffered by my child arising out of, during or in connection with the Stargazer Day Camp Program.

I hereby hold harmless Stargazer Day Camp, Public School 207, Public School 312, and their trustees, owners, officers, servants, agents and employees from any and all liability, loss or damage they or any of them incur or sustain as a result of any claims, demands, judgments, costs, or expenses, including attorney's fees, which may result from, arise out of, or relate to the Stargazer Day Camp Program.

I further represent and warrant that my child's participation in Stargazer Day Camp is covered by a policy of comprehensive health and accident insurance that provides coverage for injuries that my son or daughter may sustain as part of his or her participation in the Stargazer Day Camp Program.

Date

Signature of Participant

I, _____

- (A) am the parent or legal guardian of the above participant,
- (B) have read the forgoing Acknowledgment, Waiver and Release Agreement (including such parts as may subject me to personal financial responsibility)
- (C) am and will be legally responsible for the obligations and acts of the participant as described in this Acknowledgment, Waiver and Release Agreement, and
- (D) agree, for myself and for the participant, to be bound by its terms.

Signature of Parent/Guardian

Date

PARENTAL CONSENT:

Camper's Name _____

I _____, am the (circle one) Parent or Guardian of the above mentioned child and give my permission to attend and participate in all activities at the Stargazer Day Camp Program at Public School 207/312.

Date _____ Signature _____

RELEASE AND CONSENT FORM

I hereby release and discharge Stargazer Day Camp (the "Camp"), Gordon Harry, Ashley Williams, Thomas Miller, Preston Taylor, Public School 207, Public School 312, and affiliated entities, and their respective officers, servants, agents, or employees (hereinafter referred to as the "Releasees") from any and all liability whatsoever arising out of or in connection with my child's participation in the Camp and Program. I hereby agree to indemnify and hold harmless the Releasees from any loss, liability, damage, or costs, including court costs and attorneys' fees that may be caused by my child's participation, including traveling to/from the Program or participating in the Program in, on, upon, or near the schools where the Program is being conducted, whether caused by negligence of the Releasees or otherwise.

Parent/Guardian Signature: _____ Date _____

CONSENT FOR EMERGENCY MEDICAL TREATMENT

I do hereby give authority to Stargazer Day Camp Program staff to obtain necessary emergency medical treatment for my child with the understanding that the family will be notified as soon as possible.

Parent/Guardian Signature: _____ Date _____

Tel. _____

PARENT OR GUARDIAN MUST SIGN:

As a parent or legal guardian of below participant, I authorize Stargazer Day Camp to request medical treatment as necessary to insure the well being of the participant. We, the undersigned, for ourselves, or heirs, executors and administrators, waiver and release forever discharge Stargazer Day Camp, its owner, staff, officers, agents, representatives, employees, successors, and assigns of and from any and all rights claim for damages to person or property which may be sustained or occur during participation in activities, to or from the camp and program whether paid damages, injury or loss are due to negligence or not.

Camper's Name (Print): _____

Parent/Guardian Signature: _____

Date: _____