



STARGAZER DAY CAMP WAIVER 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 11234 (the "School"), and Marine Park located at Fillmore Ave., Brooklyn, NY 11234 (the "Park"), Hereby acknowledges that the Stargazer Day Camp Program is not sponsored by the School or Park, and is being provided solely by Stargazer Day Camp and A Child Ahead, Inc., on the School's and/or Park'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, A Child Ahead, Inc., 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/Marine Park 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, A Child Ahead, Inc., Public School 207, Marine Park, 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 release and discharge Stargazer Day Camp (the "Camp"), A Child Ahead, Inc., Gordon Harry, Brian De La Cruz, Preston Taylor, Public School 207, Marine Park, 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.

I hereby hold harmless Stargazer Day Camp, A Child Ahead, Inc., Public School 207, Marine Park, 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.

Name of Participant

Date

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