

BASIS Independent Summer Enrollment Agreement and Waiver – Summer 2020

Student Name: DOB: Grade (2020–2021):

Parent 1: Parent 2:

Address:

BASIS Independent Schools d/b/a BASIS Independent Fremont (the "School") is relying on your consent to the terms of this agreement in its operation generally and in allowing the above-named student (the "Student" or your "child"), in particular, to attend the summer program.

The undersigned parents or guardians (the "Parents") agree as follows:

- 1. Refund Policy.** Deposits and program fees are non-refundable under any and all circumstances and cannot be transferred to another session or another student. This includes, but is not limited to, absence(s), withdrawal before the end of the program, and disruptive behavior or other misconduct.
- 2. Discipline Expectations.** Students must abide by the School Parent/Student Handbook and the specific rules set by program staff. The School reserves the right to exclude students from the activity for disruptive behavior or other misconduct.
- 3. Media Release.** The Parents hereby GRANT to the School and its affiliates, (and collectively with their successors and assigns "BASIS") the right, without limitations or reservations, to record and use Student's image, voice, and work (art, recorded, written, or other), in whole or in part, in photographs, video, film, audio, digital media, news releases, media interviews, and in any other form of electronic or print medium, identifying Student by name when deemed appropriate by the School. The Parents PERMIT BASIS to disclose Student's academic, athletic, and other special achievements, and share the aforementioned items, where applicable. ANY RESTRICTIONS THAT PARENTS WISH TO PLACE ON SUCH USE MUST BE DELIVERED IN WRITING TO THE HEAD OF SCHOOL. Further, the Parents RELEASE BASIS from and INDEMNIFY it against any and all claims, damages, demands, costs, expenses, and liabilities whatsoever in connection with the above.
- 4. Emergency Consent.** In the event that Parents cannot be reached, Parents grant permission for the School to release Student to the emergency contacts and other authorized persons provided to the School. In the event that Parents cannot be reached in the case of an emergency, Parents authorize all medical and surgical treatment, x-ray, laboratory, anesthesia, and other medical and/or hospital procedures as may be performed or prescribed by a medical professional for Student and waive their right to informed consent of treatment.
- 5. Waiver and Release of Liability.** Parents understand and acknowledge that certain risk are inherent in summer program activities and assume responsibility for any such risks associated with Student's participation. The risks include, but are not limited to travel, transportation, and a wide-range of individual and team activities. Parents acknowledge and assume all risks and dangers associated with all summer program activities, whether described here, known or unknown, and inherent or otherwise. Parents take full responsibility for any injury or loss, including death, which Student may suffer, arising in whole or in part, from the Student's participation in summer program activities.

Parents voluntarily waive and release all claims against the School, its affiliates, officers, directors, employees, volunteers, agents, representatives, successors, and assigns (collectively “the Released Parties”), that are in any way related to or arising from Student’s participation in the summer program activities, and to the fullest extent permitted by law, including but not limited to, claims for bodily injury, personal injury, emotional distress, property damage, or wrongful death. Parents hereby agree to indemnify (meaning to defend, and to satisfy by payment or reimbursement, including costs and attorneys’ fees) and hold harmless the Released Parties with respect to any claims of injury, death, or other loss or damage to person or property suffered by any person related to or arising from Student’s participation in the summer program activities.

Parents give their permission for Student to fully participate in the summer program activities and acknowledge and agree to all of the conditions, statements, disclaimers, and releases in this form.

6. Responsibility for Your Child’s Actions. Parents must inform School personnel directly (and not through the Student) in the event there is a program activity in which you do not want your child to participate. In the event that your child causes any harm or damage to another student, School personnel, or property, Parents will be fully responsible for such harm or damage, including being responsible for indemnifying School and its personnel should they be required to defend themselves in connection with any resulting lawsuit or claim.

7. Resolution of Disputes. Parents understand and agree that any dispute involving the relationship between the Parents and/or the Student on the one hand and the School and/or its employees and agents, (including its management company and other related entities) on other hand will be determined solely by arbitration in accordance with the Federal Arbitration Act, the California Arbitration Act, and the arbitration rules of the American Arbitration Association (AAA), and as set forth in the written arbitration procedures of the School, which are incorporated by reference and available for review. The sole exception to the mandatory arbitration requirement is for lawsuits brought by the School for collection of any past due financial obligation of the Parents.

The Parents certify that they have read, understand, and agree to the above terms and conditions of the contract.

Parent 1: Date:

Parent 2: Date: