

### **CAMP PROGRAM RELEASE AND WAIVER OF LIABILITY**

By signing this Release and Waiver of Liability ("Release"), I "Parent/Guardian" (described below, also referred to as "I" or "me" or "you") authorize "Camper" (described below) to participate in camp program(s) ("Programs") facilitated by Experience Learning Community d/b/a Museum of Pop Culture, a Washington not-for-profit corporation ("MoPOP") and agree to abide (and, as applicable, ensure Camper abides) by the terms and conditions of this Release including, without limitation, the Program Policies described on the attached Exhibit A and any other policies provided as part of the Program ("Policies").

I understand that MoPOP, at its sole discretion, may remove any Camper who fails to comply with any of the Policies and I may not be eligible for a refund.

Please provide the following information:

Camper Information (required)				
Date:	Order Form #			
Parent/Guardian Name:	Relationship:			
Legal Name ("Camper"):				

In addition to the information you provided in this chart, please carefully read and fill out the "Required Camper Information Form" (defined below) to help us get to know more about your Camper. If you have registered more than one Camper, please fill out the Required Camper Information Form (link below) and Release individually for each of them.

Required Camper Information Form: https://forms.office.com/r/vJNRxBeAf2

By signing this Release, I (a) certify that all information provided by me on the Required Camper Information Form is true, accurate, and complete to the best of my knowledge; and (b) authorize MoPOP to comply with the instructions provided by me in the Required Camper Information Form. The Required Camper Information Form is incorporated into this Release by reference.

## **Medical Policies and Authorization**

- 1. <u>Medical Emergency</u>. In the event of Camper's illness, injury, and/or accident ("**Medical Emergency**"), I authorize and give express permission for MoPOP to do any or all of the following:
- a. Seek necessary medical care for Camper including approving any and all non-emergency and emergency treatment for the Medical Emergency and signing medical release(s) and/or required forms on my behalf.
- b. If neither I nor the Emergency Contact(s) provided in the Required Camper Information Form can be reached, MoPOP may authorize:
  - any treatment that may be ordered for the Medical Emergency by the physician and/or dentist in attendance including any and all medical, dental, and surgical examinations, operations, treatment, and all other related care, which includes, but is not limited to, the administration of drugs, tests, anesthesia, and/or blood transfusions;

- ii. the release of medical report(s) pertaining to the Medical Emergency to any doctor or agency; and
- iii. the admission of Camper to the hospital for the Medical Emergency.

I assume complete responsibility and liability for all costs and expenses of the Medical Emergency including any care authorized by MoPOP under this Release.

- 2. <u>Medication Administration</u>. If Camper requires medication, whether prescription or nonprescription ("**Medication**"), I authorize and, pursuant to this Release, give express written permission for MoPOP to administer medication to Camper in accordance with the information provided in the Required Camper Information Form subject to the following:
- a. <u>Injectables/Procedures</u>. I understand that in certain circumstances, MoPOP may not be able to administer certain Medications, like injectables (except for EpiPens) or perform certain procedures, like blood glucose testing. In such instances, MoPOP will make reasonable efforts to coordinate alternative options in advance.
- b. <u>Prescription Medication</u>. Prescription Medication will only be given to the Camper named on the prescription. Prescription Medication must be labeled with: (1) Camper's Legal First and Last name, (2) the date the prescription was filled, (3) the name and contact information of the prescribing health professional, (4) the expiration date, (5) dosage amount, (6) length of time to give the Medication, and (7) instructions for administration and storage. If the Medication packaging label does not include any of the above, then written authorization from a health care provider with prescriptive authority and explicit instructions must be provided by you to MoPOP.
- c. <u>Nonprescription Medication</u>. Nonprescription Medication (including over-the-counter vitamins, herbal supplements, fluoride supplements, homeopathic or naturopathic medication, and teething gels or tablets) must be brought to MoPOP in its original packaging with expiration date and labeled with the Camper's first and last name. MoPOP will only administer nonprescription Medication to the Camper named on the label and in accordance with the instructions on the label.
- d. <u>Medication Training</u>. If the administration of any Medication requires training for any reason, MoPOP will NOT administer Medication until you are able to train a designated MoPOP staff member. MoPOP may require you to sign an additional release pertaining specifically to the Medication training.

# **Additional Releases and Limitation of Liability**

This Release will be used by MoPOP, the event holders, sponsors, and organizers of the activities in which Camper may participate, and you acknowledge and agree to the following:

- 3. <u>General Release</u>. I fully and forever release and hold harmless MoPOP from, and expressly waive, any liability, damages, actions, claims, and demands that may arise from Camper's participation in the Program.
- 4. <u>Assumption of Risk</u>: I understand the dangers and risks that may result from Camper's participation in the Program including, falls, fractures, contraction of infectious diseases, misbehavior of others, and other unforeseen hazards and risks, all of which may result in injury or loss of life to Camper or damage to Camper's personal property. I fully assume these risks, including those caused by simple negligence of MoPOP, and release all claims held by me, my spouse, all guardian(s) of Camper, and Camper arising from Camper's participation in the Program.

5. <u>Assumption of Financial Risk.</u> MoPOP is not responsible for, and has no obligation to provide financial or other assistance, including but not limited to medical, health, or disability insurance of any kind in the event of camper's injury, illness, or death, or damage to or loss of camper's person or property.

Additionally, I authorize and give express, written permission for MoPOP to do any or all of the following (initial all that apply):

6. <u>Self-Checkout Release</u>. Please initial if you do NOT require Camper to be accompanied by you or an adult designated by you when they check out from the Program:

Initial	I authorize Camper to checkout from the Program independently without being accompanied by you
	or any adult designated by you. I acknowledge that MoPOP is only responsible for Camper while
	Camper is on MoPOP property during the Program.

7. <u>Public Transit Release</u>. Please initial if Camper will be utilizing public transportation to commute to and/or from the Program at any time:

Initial	I authorize Camper to take public transportation to and from the Program without being
	accompanied by an adult. I acknowledge that MoPOP is not responsible for walking Camper to and
	from the bus stop and is only responsible for Camper while Camper is on MoPOP property during
	the Program.

8. <u>Photo Release</u>. During the Program, Camper may be photographed and/or recorded by MoPOP for internal use and to promote MoPOP's programs and educational offerings. Agreeing to this Photo Release is not required for Camper to attend Program.

Initial	I authorize MoPOP to use Camper's voice, visual likeness, photographs, artwork, audiovisual
	materials, musical compositions, performance and/or sound recordings ("Materials") in connection
	with MoPOP's activities and/or mission as determined by MoPOP in its sole discretion including but
	not limited to, promotion and publicity of MoPOP and of its programs through various media outlets,
	including but not limited to local, regional, and national newspapers, television programs, magazines,
	websites, social media networks, and brochures. I release MoPOP, its agents, employees, licensees,
	and assigns from all claims I may have now or in the future for use of the Materials as outlined above.

# Miscellaneous

- 9. <u>Indemnification</u>. I will indemnify and hold harmless MoPOP and its officers, employees, and representatives from any injuries (including disability or death), liabilities, damages, demands, and expenses, including attorneys' fees, incurred by MoPOP and me, arising from Camper's attendance and participation in the Program.
- 10. <u>MoPOP Cancellation</u>. In the event of any occurrence beyond MoPOP's reasonable control including weather-related (ex: storms, floods, inclement weather), acts of government (ex: riots, war, interruption of transportation, strikes or other labor issues), natural disasters (ex: fire, storms, earthquakes), or pandemics, epidemics or other situations, MoPOP reserves the right to cancel the Program in whole or in part and will not be liable to me for any such cancellation. Additionally, MoPOP reserves the right to cancel a Program for insufficient enrollment. If MoPOP cancels the Program due to insufficient enrollment, the pro-rata portion of tuition paid and not used will be refunded to me, if applicable.
- 11. <u>General</u>. This release is the entire understanding between me and MoPOP and is binding upon and will inure to the benefit of each party's respective successors and/or assigns. If any term or provision is found to be invalid or

unenforceable, the remainder of this Release will have full force and effect, and invalid term(s) and/or provision(s) will be modified, or partially enforced, to the maximum extent permitted by Washington State law. Any changes to the release must be made in writing. MoPOP may assign or transfer this release at any time. Each party may sign this Release using an electronic or handwritten signature, which will have equal effect, whether on original or electronic copies. Failure to enforce any rights under this Release will not affect a party's rights under this Release. This Release is governed by the laws in the state of Washington, without regard to conflicts of law provisions, and the parties' consent to the exclusive jurisdiction and venue in the state and federal courts in King County, Washington.

I am the parent or legal guardian of Camper. I have read the above terms and conditions and agree to be bound by them. Further, I have the legal right to consent to this Release and, by signing below, I hereby consent in all respects to the terms of this Release.

Signature of Parent or Legal Guardian	
Name of Parent or Legal Guardian	
Relationship	
Date	

### Exhibit A

# **Program Policies**

#### **Camper Expectations**

MoPOP is proud to be an inclusive space that welcomes people of all ages, gender expressions, races, cultures, sexual orientations, religions, and abilities. We encourage the full expression of oneself, and we insist on safety, respect, and consent. We use inclusive language. We don't assume people's pronouns. We respect people's physical space. At MoPOP, everyone is responsible for their own interactions with others. Discrimination, harassment, and bullying of any kind will not be tolerated. In short, we will be good to each other.

#### **Registration Policies**

Only one Camper per registration is allowed and only the Camper may be present during the Program unless an adult is designated as an accessibility aid or para-professional for the Camper.

Program registration will remain open until the first day of the Program, or until the Program is full, whichever occurs first. MoPOP processes registrations within two (2) business days in the order they are received. Scholarship reservations may take up to ten (10) business days to process, but spots are held at time of order completion. If we have any questions regarding your registration, we will contact you within five (5) business days. Once your registration is successfully processed, you will receive an order confirmation via email. An email with Program details will be sent to you approximately 3-4 weeks before a Program begins.

Once you have registered, please submit this Release for each Camper to <a href="mailto:education@mopop.org">education@mopop.org</a>. If you need to make changes to your permissions, medical information, or any other information on this Release, please resubmit this Release and/or the Required Camper Information form. This information will remain on file with MoPOP for one year.

#### **Scholarships**

Partial and full scholarships are available for MoPOP camp programs. Scholarships are available on a first-come, first-served basis for a limited number of Campers.

To register using a scholarship spot reservation, follow the steps below during the registration process:

- Click "Register" for the Program your Camper wishes to attend.
- In the drop-down next to "scholarship spot reservation," select the number of Campers you wish to register.
- Complete your order following the remaining prompts.
- Fill out the online scholarship form located here: https://forms.office.com/r/cYmPfKJ7Tx

You will be notified within ten business days after completing your order and scholarship form. Partial scholarships covering 25% of Program tuition must have the remaining tuition paid in full three weeks prior to the beginning of the selected Program or spot will be released.

## **Installment Plans**

Installment plans are available regardless of financial need. All installments must be received by the deadline. If tuition is not paid in full by the deadline, any installments paid will be fully refunded and the Program spot will be released. For information on last dates to register, deadlines, and installment due dates please visit mopop.org/camps.

You may arrange the installment plan upon registering by doing the following:

- On the registration checkout page, select "installment plan" as the payment method.
- You will still be required to pay the \$50 deposit for registration.
- After order completion, please email <a href="mailto:education@MoPOP.org">education@MoPOP.org</a> with your camper's name, order number with number installments signed up for, and the Program they'd like to attend.

#### **Camper Cancellation Policy**

If you wish to cancel your registration, please notify us. If you cancel at least two weeks before Program begins, you will receive a full refund, minus a \$50 administration fee.

If you cancel your registration with less than the required notice, no refund will be given. MoPOP does not offer prorated tuition.

#### **Attendance Policy**

Except for illness or an emergency, Campers are expected to attend every scheduled Program day. Campers who are repeatedly tardy or absent, may be removed from the Program at MoPOP's sole discretion. If Camper will be absent or late, please notify MoPOP staff in advance by emailing <a href="mailto:education@mopop.org">education@mopop.org</a>.

## Pick Up/Drop Off Procedures

MoPOP staff will check the ID of all persons listed as a designated pick-up, and MoPOP staff will check IDs at each pick-up, no exceptions. You may add people to your designated pick-up list by providing that person's first and last name via email to education@mopop.org.

- Drop-off is from 8:45 am 9:00 am. To check in, please bring your Camper to the group entrance located at the
  Harrison Street turnaround on the north side of the building. MoPOP staff will be waiting to greet you and your
  camper.
- Pick-up is from 4:00 4:15 pm at the same location as drop-off (the group entrance located at the Harrison Street turnaround on the north side of the building). You will need to show your ID at each pick-up, regardless of whether MoPOP staff has already checked your ID at a previous pick-up. If you need to pick up your camper early, please make arrangements with MoPOP staff in advance.

## **Late Pick-up Policy**

If you are running late, please call MoPOP staff at 206-262-3239.

If you are more than 15 minutes late to pick up a Camper, you will be automatically charged \$12/late pick-up for each late pick up to the card on file. You may also arrange to pay the fee upon late arrival.

#### **Inclement Weather**

MoPOP will contact you via email or phone as soon as possible regarding Program cancelations due to inclement weather or other reasons. We are not able to reschedule make-up classes or offer any refunds for classes canceled due to circumstances beyond MoPOP's reasonable control.

# **Clothing/Food**

Campers should wear comfortable clothing that allows for a full range of movement. Campers need to bring their own lunches, water bottles, and snacks.

### **Health and Safety**

MoPOP and Campers will abide by all federal and local health and safety guidelines and will keep our policies updated as recommendations change. If you have any questions regarding MoPOP's policies, please email education@mopop.org.