

Unchartered Creativity LLC

June 12-16, 2023

DATE

Fine Arts Camp 2022
Hold Harmless Agreement
One Must be Filled Out for Each Child.

Child's Full Name _____ Age _____
LAST MI First

This release, indemnity, and waiver agreement (hereinafter, "Agreement") is made this date between the undersigned parent/guardian (hereinafter, "Parent") and the undersigned student (hereinafter, "Student"), and the Henry County School District and the Henry County Board of Education (collectively hereinafter, "The Board") and Ola High School, (hereinafter "OLA") and Unchartered Creativity LLC (hereinafter, "UC").

COVID

Covid Understanding Agreement: I understand as the parent and/or legal guardian of **SIGN----->** _____ (print full name) understand and agree that Unchartered Creativity (UC), OLA High School (OLA), and The Henry County Board of Education (The Board) holds no legal or other responsibility for any sickness, of any kind, relating to Covid or any other ailment or sickness a child or adult may have or receive from another child or adult at any time both on school property or off of property where the camp is held or not held. As stated by Georgia State Law. It is understood that all participants and their families are at full responsibility for their own persons and/or property.

Additionally, I acknowledge the understanding that there will not be a refund of registration fees for not attending due to covid or other related illness nor any other absence for any reason from camp. Please note, these fees hold a child's slot for camp and are applied to supplies and materials before the start day of camp. The rest of camp payments will be paid the first day of camp via check, money order, or cash payment.

Additionally, all parties by signing this contract understand that Henry County Schools "The Board" and OHS "OLA" have the right to cancel all activities on their campus due to covid related issues and situations before or during any activity or event.

RELEASE

The undersigned hereby acknowledges and understands that certain activities related to this Event/Activity are using artistic materials like (but not limited to) plaster, metal, wood, latex and clays which could cause allergic reactions if one is allergic to the material and/or mild abrasions/scratches or splinters. Students will participate in active activities in drama/dance/activity classes that could be inherently dangerous such as stage acting, stage combat, and active movements including jumping, running, and falling down. Students will be singing and playing musical instruments which could place stress on the voice and hands. Students may also participate in activities that require them to go outside and be active and could result in injury through normal play/activities. Students will provide their own lunches and may bring foods that others could be allergic to. Parents are requested to take precautions such as providing tennis shoes with socks, gloves and masks if needed, and medical devices for their children. Again, parents and/or guardians will not hold "The Board," "OLA," nor "UC" responsible for any accident or injury that takes place on or off school grounds for any reason.

Despite the aforementioned, the undersigned hereby release the Board, its employees, agents, and representatives from any and all liability, allegation, judgment, cost expense, attorneys' fees, cause of action, loss, or damage whatsoever, including, without limitation, death or injury to any person or damage to any property, resulting from or arising out of student's participation in this Event/Activity, howsoever arising both on and off property where event or activity is held. The undersigned does hereby release the Board, its members, employees, agents, and representatives from any and all claims, known and unknown, that student incurs while participating in the Event/Activity, traveling to, while at, and traveling from the Event/Activity and agrees that the undersigned are precluded and estopped from asserting any claim or demand against the Board, its agents, teachers, employees or other workers for their act or acts that caused injury or damage to student. The undersigned also agrees not to hold the "Board" or anyone acting in its behalf responsible for any injury or damage occurring to a child, adult or student in the course of the Event/Activity, traveling to, while at, and traveling from the Event/Activity. This includes any sickness or illness of any kind.

Despite the aforementioned, the undersigned hereby release "UC and OLA", its employees, agents, and representatives from any and all liability, allegation, judgment, cost expense, attorneys' fees, cause of action, loss, or damage whatsoever, including, without limitation, death or injury to any person or damage to any property, resulting from or arising out of Student's participation in this Event/Activity, howsoever arising. The undersigned does hereby release the "UC and OLA", its members, employees, agents, and representatives from any and all claims, known and unknown, that Student incurs while participating in the Event/Activity, traveling to, while at, and traveling from the Event/Activity and agrees that the undersigned are precluded and estopped from asserting any claim or demand against the "UC and OLA", its agents, teachers, employees or other workers for their act or acts that caused injury or damage to Student, child, or adult either on or off property where the activity or event is held. The undersigned also agrees not to hold the Board, Unchartered Creativity, Ola High School or anyone acting in its behalf responsible for any injury or damage occurring to Student or family of any child, adult or participant in the course of the Event/Activity, traveling to, while at, and traveling from the Event/Activity. This includes any sickness or illness of any kind.

INDEMNITY

Moreover, the undersigned covenant and agree to indemnify, defend and hold harmless the Board and OLA, its employees, agents, and representatives from any and all liability, claims, actions, damages, costs and expenses (including attorney's fees) to or by third persons, including but not limited to Student and Student's family members, agents, and employees, related to Student's participation in the Event/Activity. In the event the Board and/or OLA should bring an action for enforcement of this indemnification provision, the undersigned agrees that the Board and/or OLA shall be entitled to be awarded its attorneys' fees and costs if the Board and OLA prevails in such proceeding.

Moreover, the undersigned covenant and agree to indemnify, defend and hold harmless the "UC", its employees, agents, and representatives from any and all liability, claims, actions, damages, costs and expenses (including attorney's fees) to or by third persons, including but not limited to Student and Student's family members, agents, and employees, related to Student's participation in the Event/Activity. In the event the "UC" should bring an action for enforcement of this indemnification provision, the undersigned agrees that the "UC" shall be entitled to be awarded its attorneys' fees and costs if the "UC" prevails in such proceeding.

MEDICAL PERMISSION FORM

The undersigned hereby authorizes the "Board," "OLA", and "UC", its teachers, agents, employees, workers and representatives to give and obtain any medical first aid, emergency medical care and/or medical hospital care that may become reasonably necessary for the Student in the course of travels and during this Event/Activity. The parent and/or guardian also agrees to cover all costs associated with any care given to any child or adult of which that parent and/or guardian is responsible for.

GENERAL PROVISIONS

No verbal or written modification of this Agreement shall be binding unless in writing and signed by the designee for the Board, UC and OLA and the undersigned. This document shall be construed according to the laws of the State of Georgia. If any portion of this Agreement should be deemed invalid or unenforceable as to either or both of the undersigned, the remaining parts of this Agreement shall remain in full force and effect.

WARRANTY

Parent and Student warrant to the Board, OLA, and UC that: a) I have read this document and understand it is a release and indemnification of all claims, known and unknown; b) I understand that the terms of this Agreement are contractual and not a mere recital; c) I understand and assume all risk inherent with the Event/Activity; d) I have signed this document as my own free act and deed; and e) I understand and agree that this document is binding upon me, my heirs, successors, relatives, friends, neighbors, assigns, agent, personal representatives, administrators, executors, and attorneys.

PHOTOGRAPHY

It is understood by all parties that photographs are taken during camp and will be used on our webpage and/or social media/flyers. These photographs are NOT to be purchased OR sold and are only for purposes of showcasing our camp and the fun campers are having.

Executed this ____12__ day of ____June____, 2023__.

*Signature of Parent(s)/Guardian(s)*_____ *Date* _____

*Signature of Parent(s)/Guardian(s)*_____ *Date* _____

Signature of Camp Representative (signed June 12, 2023) _____