



WHERE ENGINEERING MEETS IMAGINATION

www.Challenge-Island.com/CNY

Camp _____ Location: _____
Dates/Times: _____
Participant's Name _____ Gender _____ Birthdate _____
Participant's Name _____ Gender _____ Birthdate _____
Parent/Guardian's Name _____ Phone # _____
Address _____ City _____ State _____ Zip Code _____
Email _____
Emergency Contact _____ Relationship _____ Phone _____
Medical information /Allergies / Any other information _____

Person Authorized to pick up child(ren) _____

Please read this Challenge Island Waiver and Release ("Waiver and Release") and the Challenge Island Participant Policies carefully and be aware that by registering your children to participate in Challenge Island programs and activities and your children's participation in such programs and activities, you will be expressly acknowledging and agreeing to all terms and conditions herein.

Please complete and sign this form.

CHALLENGE ISLAND PARTICIPANT POLICIES:

Refund Policy: Refunds will not be issued once the program has begun, after the first class, or after we go to a waitlist unless a child from the waitlist takes your child's spot. Refunds will not be issued for non-attendance at a scheduled class. Any refunds issued may be subject to an administration fee.

Cancellation Policy: Challenge Island reserves the right to cancel any program due to insufficient enrollment. Upon cancellation, a full refund will be made. In the event of facility, venue or school closures due to inclement weather, or other unforeseen events, classes will be canceled, and no refunds will be made.

Dismissal Policy: Authorized Parents/Caregivers must sign children out of programs. The only people that your child will be released to are those listed on your information form. All persons authorized to pick up students must be at least 16 years of age. If someone other than a parent will pick up your child, prior written notice must be given. If there is an emergency and no one on your list can pick up your child, the primary parent/guardian must call the Challenge Island Director to allow another adult to pick up the child or send a signed note of authorization with that person.

Class Conduct Policy: Challenge Island reserves the right to remove, without refund, any child from a Challenge Island program or activity if the child is causing injury to him/herself or another person or damage to property, or in the event the child is disrupting or otherwise preventing the Challenge Island instructor from delivering the program or activity to the participants in accordance with Challenge Island's standards.

CHALLENGE ISLAND ACKNOWLEDGEMENT, WAIVER AND RELEASE

I _____, the parent/person having legal custody/guardianship of _____ ("MY CHILD(REN)"), effective as of the date I sign this Waiver and Release, give permission for MY CHILD(REN) to participate in all Challenge Island programs/activities. In consideration of the benefits to be derived from the participation of MY CHILD(REN) in Challenge Island programs/activities, I, on behalf of myself, my spouse MY CHILD(REN) and their caregiver (if any) hereby:

1) Agree to release and hold harmless Challenge Island Global, LLC, its franchisee, the parents, subsidiaries and affiliates of each of them and all owners, officers, directors, representatives, agents, employees, and guests of, and all others associated with, each of the foregoing entities (collectively, "Challenge Island Released Parties") from any and all liability for any injuries or damages that I, my spouse or MY CHILD(REN) may suffer in connection with or as a result of the programs/activities sponsored or conducted by any of the Challenge Island Released Parties, regardless of any negligence or fault on behalf of any of the Challenge Island Released Parties. I agree that the terms of this Waiver and Release shall apply to myself, my spouse and MY CHILD(REN), as well as our and their respective heirs, estates, executors, and assignees and that I, my spouse and MY CHILD(REN) assume full responsibility for, and risk of, bodily injury, death or property damage.

2) Agree to indemnify, protect, defend and hold harmless the Challenge Island Released Parties from and against any and all claims and/or damages, liens, judgments, penalties, attorneys' and consultants' fees, expenses and/or liabilities, resulting from, arising out of, involving, or in connection with participation in any Challenge Island programs and activities by me, my spouse and/or MY CHILD(REN). If any action or proceeding is brought against any of the Challenge Island Released Parties by reason of any of the foregoing matters, I will upon notice defend the same at my expense by counsel reasonably satisfactory to the Challenge Island Released Parties and the Challenge Island Released will remain in control of the defense and have full authority to agree or not agree with any settlement offers and demands. The Challenge Island Released Parties need not have first paid any such claim in order to be defended or indemnified.

3) Acknowledge that, in case of an emergency, I understand that I, my spouse and MY CHILD(REN) will be transported to an appropriate medical facility by the local emergency unit for treatment if the local emergency resources deem it necessary. Transportation will be at my own expense. I acknowledge that it is my responsibility to provide medical insurance coverage for MY CHILD(REN) while participating in any Challenge Island programs and activities and further acknowledge that any costs of medical treatment provided to MY CHILD(REN) named herein that are not covered by medical insurance will be my sole responsibility. I acknowledge that if I cannot be reached in the event of an emergency, I hereby give permission to the physician and emergency response providers dispatched to the scene by 9-1-1 to secure and administer treatment, including hospitalization, for MY CHILD(REN).

4) Acknowledge that MY CHILD(REN) are in good physical condition and do not know of any condition or reason that MY CHILD(REN) should not participate in the Challenge Island programs/activities. I further acknowledge that the Challenge Island Released Parties will not be liable for any allergic reaction experienced by MY CHILD(REN), including without limitation food allergies.

5) Acknowledge that the Challenge Island programs and activities in which MY CHILD(REN) will participate may be conducted at a facility owned and operated by an independent third party (e.g. school, family entertainment center, community center or public park) (a "Facility") and that MY CHILD(REN)'s participation in any Challenge Island program or activities may be subject to additional waivers and released required by the owners of such Facility. I agree to indemnify, hold harmless and defend the Challenge Island Released Parties for all losses and expenses incurred by any of the Challenge Island Released Parties for any and all claims by the owner of the Facility or any other third party arising from or related to my, my spouse's, my caregiver's (if applicable) or MY CHILD(REN)'s participation in the Challenge Island programs and activities, breach of this Waiver and Release, negligence or willful misconduct.

6) Acknowledge that MY CHILD(REN)'s participation in a Challenge Island program or activity is subject to my, my spouse's, my caregiver's (if applicable) or MY CHILD(REN)'s consent to and compliance with the Challenge Island Participant Policies.

7) Agree to allow artwork and other products created during MY CHILD(REN)'s participation in a Challenge Island program or activity may be produced by Challenge Island Released Parties for promotional purposes of Challenge Island programs and activities generally, including publication on websites, in reports and other documents. MY CHILD(REN)'s name will not be attributed to any such artwork or products at any time without my prior written permission.

8) Acknowledge that this Waiver and Release is intended to be as broad and as inclusive as permitted by applicable law and agree that if any portion is held invalid, the remainder will continue in full legal force and effect.

Photo Release

• **I GIVE** permission for MY CHILD(REN) to be photographed/videotaped by Challenge Island Global, LLC (or, its franchisee, as applicable) while participating in the Challenge Island programs and activities. I agree to allow Challenge Island Global LLC and its franchisees to use for marketing, publicity and promotional purposes videos and photos of MY CHILD(REN) in print and electronic forms of media, including without limitation social media (including without limitation Facebook and Instagram) for the Challenge Island brand and system. I agree that MY CHILD(REN)'s image can be used for an unlimited number of times, without compensation to me or my spouse. I hereby release the Challenge Island Released Parties from any liability that may occur as a result of publication of MY CHILD(REN)'s image in photos and videos.

• **I DO NOT GIVE** permission for MY CHILD(REN) to be photographed/videotaped by Challenge Island Global, LLC or its franchisees.

I AM AWARE AND UNDERSTAND THAT THE ACTIVITIES INVOLVED MAY BE DANGEROUS OR CARRY WITH THEM INHERENTLY DANGEROUS RISK THAT MAY NOT BE ELIMINATED, AND INVOLVE THE RISK OF SERIOUS INJURY AND/OR DEATH AND/OR PROPERTY DAMAGE. I ACKNOWLEDGE THAT ANY INJURIES THAT I, MY SPOUSE OR MY CHILD(REN) SUSTAIN MAY BE COMPOUNDED BY NEGLIGENT EMERGENCY RESPONSE OR RESCUE OPERATIONS BUT NEVERTHELESS THE PROVISIONS ABOVE OF THIS WAIVER AND RELEASE WILL APPLY WITH RESPECT TO ALL CHALLENGE ISLAND RELEASED PARTIES. I ACKNOWLEDGE THAT I AM KNOWINGLY AND VOLUNTARILY PARTICIPATING, AND ALLOWING MY SPOUSE AND MY CHILD(REN) (AND THEIR CAREGIVER, TO THE EXTENT APPLICABLE) TO PARTICIPATE, IN THE ACTIVITIES WITH AN EXPRESS UNDERSTANDING OF THE DANGER INVOLVED AND HEREBY AGREE TO ACCEPT AND ASSUME ANY AND ALL RISKS OF INJURY, DEATH, OR PROPERTY DAMAGE, WHETHER CAUSED BY THE NEGLIGENCE OF ANY OF THE CHALLENGE ISLAND RELEASED PARTIES, THE COMPANY PROVIDING THE EMERGENCY RESPONSE/RESCUE OPERATIONS OR OTHERWISE.

(PARENT/GUARDIAN SIGNATURE)

(PRINT NAME)

Date:

Please contact Rachel Gleason at 315-309-4800 or email rgleason@challenge-island.com with any questions or concerns.