

WAIVER & RELEASE

Anne Arundel Community College (“AACC”) requires the completion of this Waiver & Release in order to participate in Kids in College.

ASSUMPTION OF THE RISK: I agree that my child is participating in Kids in College my child’s own risk. I agree that my child is voluntarily participating in these activities and use of AACC facilities and premises. To the extent that my child is participating in Kids in College online from my home or another non-AACC facility, I attest that I have complete control over the area in which my child will participate in the Kids in College and will provide any equipment necessary to participate in the Kids in College. I, on behalf of my child, assume all risks of injury, illness, death or other risks associated with participating in Kids in College. I acknowledge that AACC is also not responsible for any loss of personal property that my child brings to AACC facilities or premises.

RELEASE: I acknowledge that I have carefully read this Waiver & Release and fully understand that it is a release of liability. I, on behalf of myself and my child, and our heirs, personal representatives, and assigns, expressly agree to release and forever discharge AACC and its instructors, Board of Trustees, employees, representatives, agents, volunteers, successors, and assigns from any and all claims, causes of action, demands, or liabilities, foreseen or unforeseen, for accidental injury, illness, disability, or death, which I or my child may incur as a result of participating in Kids in College, including but not limited to, claims of negligent acts or omissions on the part of my child or other persons affiliated with or not affiliated with AACC. In doing so, I agree, on behalf of myself and my child, to voluntarily give up or waive any right that I may otherwise have to bring a legal action against AACC or the instructor for personal injury or property damage.

INDEMNIFICATION: I, on behalf of my child, accept financial responsibility for any injury that my child may cause either to themselves or to any other participant due to my child’s negligence. Should AACC, or anyone acting on its behalf, be required to incur attorney’s fees and costs to enforce this Waiver & Release, I agree to reimburse them for such fees and costs. I further agree to indemnify, defend, and hold harmless AACC and its instructors, Board of Trustees, employees, representatives, agents, volunteers, successors, and assigns from liability for the injury, illness, disability, or death of any person(s) and damage to property that may result from my child’s negligent or intentional act or omission while participating in Kids in College.

POLICIES AND PROCEDURES: My child and I will abide by AACC’s policies and procedures that apply to Kids in College, including but not limited to, any policies and procedures set forth in this Waiver & Release. Policies and procedures are subject to change.

DISMISSAL: I understand that if my child is under the age of 14, I will be required to sign my child out in order for my child to be dismissed from Kids in College. I understand that if my child is 14 years of age or older, my child may sign themselves out of Kids in College with written permission (form available at www.aacc.edu/kic).

COMPUTER USE: Certain Kids in College activities or programs may use a computer, software, and/or the Internet to access all or part of the curriculum developed by the instructor. I acknowledge that my child may only use a computer, software, and/or the Internet as directed by the instructor. If my child encounters information or materials that are inappropriate or makes them feel uncomfortable, I acknowledge that my child or I should contact the instructor. I understand that my child should not provide any personal information while online. If my child is involved in any inappropriate circumstances while using a computer, software, or the Internet during Kids in College, I understand that AACC will notify me and my child could be subject to removal, as set forth below. I acknowledge that AACC is not responsible for any personal items, including electronic devices or cell phones, that are brought or left on campus. I acknowledge that electronic devices and cell phone may only be used on campus by my child if permitted by the instructor.

COVID-19: I acknowledge that the risk of exposure to COVID-19 while participating in Kids in College may arise regardless of AACC’s best efforts to implement risk mitigation strategies. While AACC strongly recommends that all faculty, staff, and campers be up to date on their COVID-19 vaccinations, including booster dose(s) when eligible, I

acknowledge and understand that vaccination against COVID-19 is not required to participate in Kids in College. If my child experiences COVID-19 symptoms, I understand that I cannot bring my child to Kids in College. If my child tests positive for COVID-19, I understand that my child will not be permitted to attend Kids in College and must notify AACC by submitting an online form available at <https://www.aacc.edu/policies/covid-19/> or by emailing COVIDsafety@aacc.edu. I agree to follow directives provided by AACC's COVID Safety staff regarding isolation, return to campus, and any other conditions placed on my child's return, such as wearing a face covering. I understand that if my child is required to isolate or quarantine, I will not be provided with a refund for the day(s) of Kids in College that are missed due to having or being exposed to COVID-19, unless a refund exception request is submitted by the parent or guardian and is granted by the College. AACC reserves the right to implement additional risk mitigation strategies to protect the health and safety of faculty, staff, and campers and that I am responsible for reviewing the College's website for any changes regarding COVID-19.

I understand that AACC does not currently require individuals to wear face coverings while at AACC but individuals may choose to wear a face covering. I acknowledge that AACC reserves the right to require all individuals to wear a face covering at AACC. If face coverings are required during Kids in College, parents and guardians will be notified by AACC.

In the event of a suspected COVID-19 outbreak, I understand that AACC may isolate those who have tested positive or are showing symptoms of COVID-19 and identify close contacts who may have been exposed.

MEDICAL EXAMINATION: Although AACC does not require official documentation from a physician, I acknowledge I have been informed by AACC of the need for a physician's approval for my child's participation in Kids in College that involves physical exercise or exertion. I recognize it is my sole responsibility to obtain an examination by a physician prior to involvement in any exercise program or class involving physical exertion, or if I have chosen not to obtain a physician's permission prior to beginning the Kids in College, I acknowledge I am permitting my child to participate at my child's own risk. I agree to disclose any physical limitations, disabilities, ailments, or impairments, which may affect my child's ability to participate in any Kids in College to my child's instructor, prior to participation. I further agree to inform my child's instructor of any changes to my child's health status during the Kids in College that may impact my child's participation.

CONSENT TO MEDICAL ATTENTION: I give full permission for any person connected with AACC to administer first aid to my child that is deemed necessary by AACC, and in case of serious illness or injury, I give permission to call for medical and or surgical care for my child and to transport my child to a medical facility deemed necessary for my child's well-being. I agree that to be responsible for the payment of any and all charges for medical services rendered or transportation to a medical facility for treatment.

INSURANCE COVERAGE: I understand that it is highly recommended that I have health insurance coverage for my child while participating in Kids in Colleges. I acknowledge that any health care or treatment cost incurred or injury or illness suffered by my child as a result of participation in Kids in College is my sole responsibility.

REMOVAL OF A STUDENT: I understand that AACC retains the right to remove my child from Kids in College if my child fails to conform to AACC's policies and procedures or if my child's conduct, in the sole discretion of AACC, is disruptive or destructive. In the event that AACC determines that my child will be removed, AACC will contact me or one of the emergency contacts I have provided to notify me of my child's removal and the reasons. If my child is removed, I understand that I will not receive a refund for Kids in College classes that have passed the refund date as indicated in the receipt for those classes. AACC reserves the right to prohibit my child from attending future Kids in College classes if my child was removed, and if AACC does not permit my child to attend classes for which the refund date has not passed, AACC will issue a refund for those classes.

CHOICE OF LAW/JURISDICTION: This Waiver & Release, and all claims arising out of or relating to this Waiver & Release, whether sounding in contract, tort, or otherwise shall be governed in all respects by the laws of Maryland, without reference to its conflicts of law. This Waiver & Release shall be enforced only in a court of competent jurisdiction within the State of Maryland.

SEVERABILITY: If any portion of this release from liability shall be deemed by a Court of competent jurisdiction to be invalid, then the remainder of this release from liability shall remain in full force and effect and the offending provision or provisions severed here from.

IMAGE USE CONSENT AND MEDIA RELEASE:

- I do not consent to the use of my child’s image, and likeness by AACC
- I do consent to the use of my child’s image, and likeness by AACC and agree as follows:

I hereby grant permission to Anne Arundel Community College (“College”) and its employees or representatives to use my child’s likeness, voice, performance, biography, written documents or other content as well as audio, video, digital or other forms of recordings of my child’s voice or likeness (collectively, “Recordings”) while on at any property owned, leased or controlled by the College or at a College-sponsored event.

I hereby grant to the College and its employees, representatives and licensees the right to use, reproduce, publish, display, exhibit, broadcast, distribute, post and/or create derivative works of the Recordings in any manner the College elects in any and all media formats now known or hereafter discovered or developed, in perpetuity, throughout the world, including but not limited to, reproducing the Recordings in print publications, websites, and audio-visual broadcasts, including but not limited to for educational, promotional or commercial purposes.

I understand and agree that the College will own all rights in the Recordings created by the College in any medium, including but not limited to, all rights under copyright. I waive any right to inspect or approve the use of the Recordings. I further waive any right to compensation arising from or related to the use of the Recordings.

I hereby release and forever discharge the College and its respective officers, trustees, employees, agents and other persons acting on behalf of the College from any and all claims, damages, liability or causes of action, now known or later discovered, relating to or arising out of the use of the Recordings, including by not limited to claims for invasion of privacy, misappropriation, right of publicity, copyright infringement, and defamation.

BY SIGNING THIS WAIVER & RELEASE, I CERTIFY THAT I HAVE READ AND UNDERSTAND ITS CONTENT AND THAT THIS WAIVER & RELEASE CANNOT BE MODIFIED ORALLY. I FURTHER STATE THAT I AM OF LAWFUL AGE AND LEGALLY COMPETENT TO SIGN THIS WAIVER & RELEASE ON BEHALF OF THE CHILD LISTED BELOW; THAT I UNDERSTAND THAT THE TERMS HEREIN IS CONTRACTUAL AND THIS IS A LEGALLY BINDING DOCUMENT; THAT BY SIGNING, I AM GIVING UP CERTAIN RIGHTS ON BEHALF OF MYSELF AND MY CHILD; AND THAT I HAVE SIGNED THIS DOCUMENT AS MY OWN FREE ACT. I HEREBY CONSENT AND AGREE TO ALL OF THE TERMS ABOVE.

PARENTAL OR GUARDIAN CONSENT

I certify that I am the parent or legal guardian of the minor child who will participate in Kids in College. By signing below, I hereby consent and agree to terms and conditions set forth in the Waiver & Release on behalf of my minor child.

Signature of Parent/Guardian: _____

Printed Name: _____

Date: _____

Minor Child’s Name: _____

Minor Child’s AACC ID number (if available): _____