

## RELEASE AND WAIVER OF LIABILITY

“Student” (printed name): \_\_\_\_\_

This Release and Waiver of Liability is provided by the Student to Silverquicken Education Inc. (the “Company”) with respect to the Student’s attendance and participation at the Company’s in-person after-school clubs beginning on [START DATE] and continuing until [END DATE] (the “Event”). The “Event” includes all activities in connection with the Company’s in-person after-school clubs, including without limitation all travel to, from, and during the Event and all activities during the Event, which includes the Student’s participation during the Event.

I acknowledge that my attendance and participation at the Event is wholly voluntary. I understand that participating at the Event involves inherent risks, including risk of physical and/or psychological/emotional injury. **As a condition for, and in consideration of, my entry onto the premises in order to participate at the Event:**

- 1) **I ASSUME ALL RISKS OF ACCIDENTS, INJURIES, OR DAMAGES TO ME** arising out of or related to participating at the Event, and I voluntarily consent to participating at the Event;
- 2) **I ASSUME COVID-19 RISKS.** I understand that the Company is not responsible for risks related to COVID-19 (this term used herein includes all variants, including Delta) in connection with the Event. I understand that the World Health Organization has classified the COVID-19 outbreak as a pandemic. I further understand that COVID-19 is a highly contagious and dangerous disease, and that contact with the virus that causes COVID-19 may result in significant personal injury or death. The state of medical knowledge is evolving, but the virus is believed to spread from person to person contact, contact with contaminated surfaces and/or in the air. People can be infected and show no symptoms and spread the virus. I am fully aware that my participation at the Event (including any related travel) carries with it certain inherent risks related to COVID-19 (“**Inherent Risks**”) that cannot be eliminated regardless of the care taken to avoid such risks. Inherent Risks may include, but are not limited to, (1) the risk of being exposed to COVID-19, including without limitation by coming into close contact with individuals or objects that may be carrying COVID-19; (2) the risk of transmitting or contracting COVID-19, directly or indirectly, to or from other individuals; and (3) injuries and complications ranging in severity from minor to catastrophic, including death, resulting directly or indirectly from COVID-19 or the treatment thereof. Further, I understand that the risks of COVID-19 are not fully understood, and that contact with, or transmission of, COVID-19 may result in risks including but not limited to loss, personal injury, **life-threatening sickness, death**, damage, and expense, the exact nature of which are not ascertainable, and all of which are to be considered Inherent Risks. I hereby voluntarily accept and assume all risk of loss, personal injury, sickness, death, damage, and expense arising from such Inherent Risks. Furthermore, I represent and warrant that I do not suffer from any medical condition or disease that might in any way hinder or prevent me from participating at the Event, including, to my knowledge, COVID-19.
- 3) **I AGREE TO RELEASE, HOLD HARMLESS, AND NOT SUE** the Company and any of its other affiliates, as well as their respective members, shareholders, owners, directors, officers, employees, and anyone acting on their behalf, or their respective successors or assigns (collectively, the “**Released Parties**”), from or for any and all accidents, injuries, losses, personal injury, sickness, death, claims, demands, lawsuits, damages, judgments, losses, or liabilities, including any attorney’s fees, arising out of or related to my attendance or participation at the Event or any Inherent Risks, including as a result of the sole or partial negligence of any of the Released Parties.
- 4) **I AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS** the Released Parties with respect to all claims, demands, lawsuits, damages, judgments, losses, or liabilities, including any

attorney's fees, if (i) I, or anyone acting on my behalf, asserts a claim that is released by this Release and Waiver of Liability, or (ii) if a third party (including another Event participant) asserts a claim against any of the Released Parties arising out of or related to, in whole or in part, my negligent or intentional conduct while attending or participating at the Event.

- 5) **PREMISES SAFETY**. In order to help ensure my safety, and the safety of others present, I understand and agree that while at the Premises:
- a) I will wear a face covering over my nose and mouth at all times except for when eating or drinking.
  - b) I will immediately notify the Company if I am injured or involved in an accident, however minor, or if I observe any unsafe condition.
  - c) I will remain in the location assigned for the participation at all times, I will not enter any other spaces at the facility and I will follow the directions of the Company representative.
  - d) I will follow posted and verbal evacuation procedures or instructions given in the event of any emergency condition.
- 6) **PROHIBITED ITEMS**. I understand and acknowledge that I may not, and I will not, possess any of the following items while at the Premises: cameras, audio or video recorders, radio transmitters, firearms, ammunition, weapons, explosives, illegal drugs or intoxicants, or other items controlled by law; provided that if my cell phone has a built-in camera, audio or video recorder, I will not use those functions and will make no audio or video recordings while on the Premises. I understand that smoking is not permitted at the Premises except in designated smoking areas.

This Release and Waiver of Liability shall not in any way be construed as an admission by any of the Released Parties that they have acted wrongfully with respect to me or any other person, that they admit liability or responsibility at any time for any purpose, or that I have any rights whatsoever against any of the Released Parties.

I agree that this Release and Waiver of Liability and the obligations provided hereunder shall be governed and construed in all respects by the law of the State of North Carolina, without regard to its conflicts of laws provisions. I further agree that the state and federal courts of Wake County, North Carolina shall have exclusive jurisdiction over any suit, action or proceeding arising out of or relating to this Release and Waiver of Liability, and I consent to the jurisdiction of said courts and waive any objection or defense based on lack of personal jurisdiction or improper or inconvenient forum or venue.

*[Signature page follows]*

I have carefully read and fully understand all of the provisions of this Release and Waiver of Liability and am freely, knowingly, and voluntarily entering into this Release and Waiver of Liability. I agree that a copy of my signature, including a facsimile or electronic copy, shall be valid and as binding as an original signature.

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Student Signature

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Date

**If the Student is a minor:**

I hereby certify that I am the adult parent or guardian of the Student, a minor child under the age of eighteen years. I acknowledge and consent to the Student's participation in and attendance at, the Event with knowledge and understanding of the risks and dangers involved therein.

I agree to cause the Student to abide by the terms of this Release and Waiver, including to follow all written and verbal safety rules provided to Student by the Company.

On behalf of myself and the Student, I hereby release and discharge and hold the Company harmless from any and all liability, damages, and claims for relief arising from the Student's participation in and attendance at the Event.

On behalf of myself and the Student, I agree that this Release and Waiver shall be binding upon the Student, me personally, my heirs, successors, assigns and legal representatives, it being my intention to release the Company from any and all liability to the maximum extent permitted by law.

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Parent/Guardian Signature

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Date