

BASIS INDEPENDENT SUMMER

Enrollment Agreement and Waiver

Summer 2018

Student Name: DOB: Grade (2018–2019):

Parent 1: Parent 2:

Address:

BASIS Independent Schools d/b/a BASIS Independent Silicon Valley (the “School”) is relying on your consent to the terms of this agreement in its operation generally and in allowing the above-named student (the “Student” or your “child”), in particular, to attend the summer program.

The undersigned parents or guardians (the “Parents”) agree as follows:

- 1. Refund Policy.** Deposits and program fees are non-refundable under any and all circumstances and cannot be transferred to another session or another student. This includes, but is not limited to, absence(s), withdrawal before the end of the program, and disruptive behavior or other misconduct.
- 2. Discipline Expectations.** Students must abide by the BASIS Independent Summer Student Handbook and the specific rules set by program staff. The School reserves the right to exclude students from the activity for disruptive behavior or other misconduct.
- 3. Media Release.** The Parents hereby GRANT to the School and its affiliates, including but not limited to BASIS Educational Ventures, LLC and BASIS Educational Group, LLC d/b/a BASIS.ed (and collectively with their successors and assignees “BASIS”) the right, without limitations or reservations, to record and use Student’s image, voice, and work (art, recorded, written, or other), in whole or in part, in photographs, video, film, audio, digital media, news releases, media interviews, and in any other form of electronic or print medium, identifying Student by name when deemed appropriate by the School. The Parents PERMIT BASIS to disclose Student’s academic, athletic, and other special achievements, and share the aforementioned items, where applicable. ANY RESTRICTIONS THAT PARENTS WISH TO PLACE ON SUCH USE MUST BE DELIVERED IN WRITING TO THE HEAD OF SCHOOL. Further, the Parents RELEASE BASIS from and INDEMNIFY it against any and all claims, damages, demands, costs, expenses, and liabilities whatsoever in connection with the above.
- 4. Emergency Consent.** In the event that Parents cannot be reached, Parents grant permission for the School to release Student to the emergency contacts and other authorized persons provided to the School. In the event that Parents cannot be reached in the case of an emergency, Parents authorize all medical and surgical treatment, x-ray, laboratory, anesthesia, and other medical and/or hospital procedures as may be performed or prescribed by the attending physician and/or paramedics for Student and waive my right to informed consent of treatment.
- 5. Waiver and Release of Liability.** Parents are aware of the inherent risk of injury, death, and property damages associated with summer program activities, including travel, transportation, and a wide-range of individual and team activities. Parents are also aware that harm from these activities can result from non-negligent or even negligent acts or omissions by School, its employees and agents, other students, or third parties over whom the School has no control. As part of this agreement, Parents acknowledge that all such risks exist and that they have voluntarily allowed Student to attend the summer program knowing of these

risks and all of their possible consequences. Parents acknowledge further that injury, death, or damage may occur even when School personnel and others have exercised due and reasonable care in relation to your child. Parents hereby agree to freely and expressly assume and accept any and all risk of injury, death, and damage while Student is participating in the summer program.

Parents agree, to the fullest extent allowed by law, to release, hold harmless, and indemnify School, BASIS, and their successors, assigns, agents, and employees ("Released Parties") from any and all responsibility or liability, including negligence, for injuries, death, and damages sustained by Student while participating in the summer program, and, on Parents' own behalf or as the parent and/or guardian, agree not to make a claim against or sue the Released Parties for injuries, death, and damages relating to the summer program and/or the Student's participation in the summer program.

Parents certify they have carefully read this agreement and fully understand its content. Further, Parents certify they are aware this is release of liability, and a contract between Parents and the School, and are signing it of their own free will.

6. Responsibility for Your Child's Actions. Parents must inform School personnel directly (and not through the Student) in the event there is a program activity in which you do not want your child to participate. In the event that your child causes any harm or damage to another student, School personnel, or property, Parents will be fully responsible for such harm or damage, including being responsible for indemnifying School and its personnel should they be required to defend themselves in connection with any resulting lawsuit or claim.

7. Resolution of Disputes. Parents understand and agree that any dispute involving the relationship between the Parents and/or the Student on the one hand and the School and/or its employees and agents on the other hand, (including its management company and other related entities) on other hand shall be determined solely by arbitration in accordance with the Federal Arbitration Act, the California Arbitration Act, and the arbitration rules of the American Arbitration Association (AAA), and as set forth in the written arbitration procedures of the School, which are incorporated by reference and available for review. The sole exception to the mandatory arbitration requirement is for lawsuits brought by the School for collection of any past due financial obligation of the Parents.

The Parents certify that they have read, understand, and agree to the above terms and conditions of the contract.

Parent 1: Date:

Parent 2: Date: