

**Artrageous Artreach Ltd.'s  
SUMMER CAMP WAIVER AND RELEASE AGREEMENT**

I, \_\_\_\_\_, the undersigned parent or legal guardian of \_\_\_\_\_  
(participant's legal name) on and for my own behalf, and my estate, assigns, personal representatives, successors, heirs, agents, and executors (herein, collectively referred to as the "Participant"), for the good and valuable consideration of Participant's attendance and participation in Artrageous Artreach, Ltd.'s ("Artrageous") Summer Camp (hereinafter the "Summer Camp"), hereby acknowledges and agrees as follows:

**ACKNOWLEDGEMENT OF RISKS**

The Participant understands and acknowledges that there are certain dangers, hazards, and risks (foreseen and unforeseen) inherent in attending and participating in the Summer Camp, including, without limitation, risks related to use of equipment and facilities, personal safety (including risks of minor, serious, or mortal personal injury) and risks of property damage.

**EXPRESS ASSUMPTION OF RISK AND RESPONSIBILITY**

The Participant is willingly and voluntarily attending and participating in the Summer Camp. Participant acknowledges that despite precautions, accidents and injuries can occur. Participant understands and appreciates that certain dangers, hazards and risks of harm are or may be inherent in participating in the Summer Camp, regardless of whether the hazards and risks of harm are due to Artrageous, acts of third parties, acts of other participants, natural disaster, and/or other occurrences.

Participant acknowledges and understands that Artrageous and its agents and employees cannot control all of these risks. Participant has reviewed the activities and events associated with the Summer Camp, including the specific risks described below. Participant acknowledges that the nature of the Summer Camp and related activities and events may expose Participant to hazards and risks that may result in Participant's personal or bodily injury, illness or death, and/or loss or damage of property. Participant acknowledges and accepts that Participant shall assume all dangers, hazards, and risks (foreseen and unforeseen) inherent in, arising from, or related to Participant's attendance and participation in the Summer Camp.

**PARTICIPANT'S RESPONSIBILITIES**

Participant agrees that during attendance and participation in the Summer Camp, which may include travel to and from the Artrageous' facilities, Participant will do the following: (1) he or she will act in a responsible manner and will abide by the instructions of all Artrageous personnel; (2) he or she will comply and follow the rules and regulations of Artrageous; and (3) he or she agrees not to wear, use, or do anything that would pose a hazard to Participant or others. Participant agrees that if he or she does not act in accordance with this agreement, Participant may be dismissed from the Summer Camp.

## **PARTICIPANT'S HEALTH INSURANCE COVERAGE**

In anticipation of the Participant's enrollment in the Summer Camp, Participant has consulted with a medical doctor with regard to Participant's medical condition. Participant represents to Artrageous that Participant has no physical or mental conditions which would cause him or her to be a danger to himself or herself or to others, is capable of participating in all activities associated with the Summer Camp.

## **WAIVER AND RELEASE OF ARTRAGEOUS LIABILITY**

In consideration of the attendance and participation in the Summer Camp, and knowing the dangers, hazards, and risks (foreseen and unforeseen) of attending and participating in the Summer Camp, the Participant is authorized to, and does hereby release Artrageous, its partners, members, shareholders, directors, officers, parents, subsidiaries, employees, volunteers, managers, independent contractors, and agents harmless from any and all liability to Participant for any loss or damage sustained by Participant. Participant hereby waives, releases, and forever discharges any and all claims or demands therefore based on, or on account of, any injury or death to Participant and/or property loss or damages sustained by Participant, whether or not foreseeable, caused in any way by Artrageous or otherwise related to in any way Participants' participation in or attendance of the Summer Camp. The Participant further expressly agrees that the release is intended to be as broad and as inclusive as permitted by the laws of the State of New Mexico, and that if any portion of the foregoing release is held invalid by a court of law, then that portion shall be deemed stricken and it is agreed that the remainder of the release shall continue in full force and effect without the invalid portion.

Further, Participant understands that Participant may appear in photographs taken during participation in the program, and that while all precautions will be taken to protect and hold private any and all personal identifying information, these pictures may be used as program promotions and highlights by Artrageous. At no time will your child's name or any other personal identifying information about the above child will be used or released without permission.

## **INDEMNITY OF ARTRAGEOUS**

PARTICIPANT AGREES TO INDEMNIFY AND HOLD HARMLESS ARTRAGEOUS AND ITS CURRENT AND FORMER PARTNERS, MEMBERS, MANAGERS, SHAREHOLDERS, TRUSTEES, OFFICERS, DIRECTORS, EMPLOYEES, ATTORNEYS, REPRESENTATIVES AND AGENTS AND WAIVE ANY CLAIM FOR INJURIES, DAMAGES, COSTS, EXPENSES, AND/OR CAUSES OF ACTION THAT PARTICIPANT MAY HAVE FOR ANY LOSS, ILLNESS, PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE ARISING OUT OF, CONNECTED WITH, OR IN ANY MANNER PERTAINING TO OR RESULTING FROM PARTICIPANT'S ATTENDANCE AND/OR PARTICIPATION IN THE SUMMER CAMP. THE INDEMNIFICATION, RELEASE AND WAIVER PROVIDED FOR IN ARTRAGEOUS ARTREACH SUMMER CAMP WAIVER AND RELEASE AGREEMENT Page 3 THIS AGREEMENT SHALL BE APPLICABLE WHETHER OR NOT THE LIABILITIES, LOSSES, COSTS, EXPENSES AND DAMAGES IN QUESTION AROSE OR RESULTED SOLELY OR IN PART FROM THE GROSS, SOLE, ACTIVE, PASSIVE, CONCURRENT OR COMPARATIVE NEGLIGENCE, STRICT LIABILITY OR OTHER FAULT OR VIOLATION OF LAW OF OR BY ANY INDEMNIFIED PARTY. PARTICIPANT ACKNOWLEDGES THAT THIS STATEMENT COMPLIES WITH THE EXPRESS NEGLIGENCE RULE AND IS CONSPICUOUS.

**USE OF NAME AND LIKENESS.**

Participant hereby grants to ARTRAGEOUS and its affiliates and assigns the right and permission to use in perpetuity, their name, likeness, image, voice, recorded voice, appearance, biographical information, statements, performance and/or testimonial(s) (collectively, "Appearance") in any manner and in any media, now known or later developed, throughout the world, at any time, for the purpose of advertising and publicizing the ARTRAGEOUS's products and services, without review, permission or compensation of any amount or kind whatsoever. ARTRAGEOUS shall have complete ownership of any recording, product, copy, presentation or other material or file containing or featuring my Appearance ("Product"), including copyright interests, and acknowledge no interest or ownership in the Product (or any portion thereof) or its copyright. This grant includes without limitation the right for ARTRAGEOUS to edit, abridge, augment, title, or create a compilation from my Appearance in whole or part as ARTRAGEOUS may elect in its sole discretion.

**ACKNOWLEDGEMENT**

It is the express intent of the Participant that this Agreement shall bind the undersigned, any other parent, the individual participant, the Participant's family, estate, heirs, administrators, personal representatives or assigns. The Participant acknowledges that they have read and understand this document and the RELEASE AND HOLD HARMLESS provisions. The Participant agrees that this Agreement shall be construed in accordance with the laws of the State of New Mexico, without giving effect to the conflict of laws provisions thereof, and that the State of New Mexico, County of Bernalillo shall be the forum for any lawsuits filed under or incident to this Agreement. The terms and provisions of this Agreement shall be severable, such that if a court of competent jurisdiction holds any term to be illegal, unenforceable, or in conflict with any law governing this Agreement the validity of the remaining portions shall not be affected thereby, and each and every term and condition of this Agreement shall be valid and enforced to the fullest extent and in the broadest application permitted by law. By my signature below, I represent that you have the actual authority to, and do hereby enter into this release on Participant's behalf and as an authorized agent, or parent or legal guardian for Participant. I have read and voluntarily signed this Release and you further agree that no oral representations, statements or inducement apart from the foregoing Release have been made to me. Participant hereby declares that he or she is of legal age and is competent to sign this Agreement or, if not, that Participant's parent or legal guardian shall sign on Participant's behalf and that Participant's parent or legal guardian is in complete understanding and concurrence with this Agreement.

\_\_\_\_\_  
Participant's Printed Name (Please print legibly)

\_\_\_\_\_ Age

Parent/Guardian signature: \_\_\_\_\_  
(if under 18 years old, Parent or Guardian must also sign)

Date Parent/Guardian printed name: \_\_\_\_\_

Emergency Contact Phone # \_\_\_\_\_

# Code of Conduct for participation in ARTRAGEOUS ARTREACH Summer Camp

The purpose of ARTRAGEOUS ARTREACH, LTD. is to fill the hearts and minds of children with the healing power of the arts. To allow children a safe space to express themselves creatively in order to encourage brain development and support participants' ability to lead healthy and creative lives. Every participant, together with staff, volunteers and parents, contributes to the success of this program. Below is an outline of expectations that we ask of all participants, their parents/guardians, and program staff.

I, \_\_\_\_\_ [participant first name] agree to meet these program expectations:

- Treat my fellow participants and staff with respect.
- Plan ahead for personal needs so that I can participate fully and on time in all activities.
- Challenge myself to learn and advocate for my needs, including requesting help or accommodation when I need it.
- Be an active bystander: do what I can to help others or find help when needed.
- Follow staff, volunteer and guest instructions and raise concerns respectfully.
- Complete assigned individual and group projects on time.
- Contribute ideas and adhere to a youth-driven group agreement.

**What are the consequences if I do not meet expectations of the program?**

- Staff will give me a verbal warning regarding behaviors and actions that are not allowed and in most cases give me an opportunity to correct the behavior. Depending on the behavior, they may also contact my parents or guardian.
- In some cases, staff may discuss with me and require me to sign an action plan in order to stay in the program.
- Some behaviors may result in immediate suspension or termination.

**The following may result in being dismissed from the program:**

- Bullying, harassing or using derogatory language towards another person or group of people.
- Touching a peer or adult in an aggressive manner
- Possessing weapons or being under the influence of alcohol, tobacco, drugs.
- Leaving the program area without permission from a staff member
- Adhering to any COVID guidelines and requirements as stated by camp coordinators

**As the parent/guardian I will support my child's participation in this program by:**

- Making arrangements so my child is able to attend every day of the program, and able to arrive on time and prepared; this includes avoiding scheduling appointments during the program
- Allowing time for my child to complete required assignments.
- Communicating with staff prior to program start time if my child must be absent.
- Not making inappropriate requests of staff that conflict with program guidelines.
- Working together with program staff to resolve issues that arise with my child.

**Program staff commit to:**

- Respectful and effective communication with all participants and their parents.
- Helping you have a safe and fun experience.
- Addressing problems that are brought to our attention.
- Creating an environment where everyone is welcomed and given the opportunity to succeed.

***Everyone contributes to the success of this program!***

Sign below acknowledging your understanding of and commitment to following this code of conduct.

\_\_\_\_\_  
Participating child

\_\_\_\_\_  
Parent(s)/Guardian(s)

*Lauri McKelvey-Francis* - Program representative