



RELEASE AND WAIVER OF LIABILITY FOR MINORS

PLEASE READ CAREFULLY!

THIS IS A LEGAL DOCUMENTS THAT AFFECTS YOUR LEGAL RIGHTS!

THIS RELEASE AND WAIVER OF LIABILITY (the "Release") executed on _____ (date) by _____, a minor child (the "Minor") and _____, the parent having legal custody and/or the legal guardian of the child (the "Guardian"), in favor of New Logic LLC, a New Jersey limited liability company, the New Logic Marine Science Camp, and the city/township/municipality of _____, and their affiliates, successor's and assigns, directors, officers, employees, and agents (collectively, "New Logic"). All parties to this Release shall be collectively referred to as the "Parties."

The Minor and Guardian desire that the Minor participate in the Marine Science Camp program (the "Program") offered through New Logic Marine Science Camp and New Logic taking place at _____ [location such camp is being held] and engage in the activities related to being a participant at the Program (the "Activities").

The Minor and Guardian understand the legal consequences of signing this document, including (a) releasing New Logic from all liability on the Participant's and the Guardian's behalf, (b) promising not to sue on the Participant's and the Guardian's behalf, and (c) assuming all risks of the Participant's participation in his/her participation in the Program.

Release and Waiver: In consideration of the Minor being permitted to participate in the Program, I hereby accept all risk to the Minor's health and of his/her injury or death that may result from such participation, and I hereby release New Logic from any and all liability to the Minor, his/her personal representatives, estate, heirs, next of kin, and assigns for any and all claims and causes of action for loss of or damage to the Minor's property and for any and all illness or injury to the Minor's person, including his/her death, that may result from or occur during the Minor's participation in the Program, whether caused by any type of negligence of the Released Parties or otherwise. I further agree to indemnify and hold harmless the Released Parties from liability for the injury or death of any person(s) and damage to property that may result from the Minor's negligent or intentional act or omission while participating in the Program. The Released Parties are not liable for any special, incidental, or consequential damages arising out of or in connection with any aspect of participation in the Program.

Assumption of Risk: The Minor and Guardian understand that the Activities may include activities that may be hazardous to the Minor. The Minor and the Guardian are aware of the risks associated with the Program Activities, which include but are not limited to physical or psychological injury, pain, suffering, illness, disfigurement, temporary or permanent disability (including paralysis), economic or emotional loss, and/or death. The Minor and Guardian

understand that these injuries or outcomes may arise from their own respective actions or other's actions, inaction, or negligence or the condition of the locations of the Program. **Nonetheless, the Minor and the Guardian assume all related risks, both known or unknown to the Minor and the Guardian, of the Minor's participation in this Program.**

Drop-Off / Pick-Up Policy: By registering the Minor to participate in the Program, the Minor and Guardian agree to adhere by the start and end times of the Program. All minors should be dropped-off and picked-up by an adult (in person) that has been previously reported to the Program's staff by the Minor's parent and/or guardian in writing and signed in and out by such adult.

No Refund Policy: Due to space limitations of the Program, please note that there are no refunds issued, for any reason, once the Program begins.

Photo Release: The Minor and Guardian understand that as a participant in the Program, the Minor may be included in any photographs and/or recordings taken during the Program. Without reservation or limitations, the Minor and Guardian hereby freely and irrevocably grant to New Logic the absolute right and permission to copy, exhibit, copyright, use, take, distribute and/or publish the Minor's photographic likeness, name, voice, and/or image made in relation to his/her participation in the Program in photographs, video and in and all other media, in which he/she may be included in whole or in part, or in composite form in conjunction with his/her name and other identifying information, or reproductions thereof in color or otherwise, made through any media for art, print, web, advertising, film, telecast or any other lawful purpose whatsoever. It is understood that no compensation has been paid and that no fee or compensation shall be due to the Minor or Guardian for giving permission for use of the Minor's photographic image, likeness, name, or voice.

Dispute Resolution: Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration in accordance with the Rules of the American Arbitration Association, and judgment upon the award may be entered in any Court having jurisdiction thereof.

[OPTIONAL DISPUTE RESOLUTION CLAUSE:

(a) All disputes that may arise between the Parties out of or in relation to or in connection with this Release, shall be settled by arbitration in accordance with the provisions set forth in the New Jersey Arbitration Act, N.J.S.A. 2A:241 et seq. The decision of such arbitration shall be binding on both parties, and a judgment on an award rendered shall be entered pursuant to paragraph (b).

(b) Exclusive jurisdiction over entry of judgment on any arbitration award rendered pursuant to paragraph (a) above or over any dispute, action, or suit arising therefrom shall be in any court of appropriate subject matter jurisdiction located in New Jersey, and the parties by this Agreement expressly subject themselves to the personal jurisdiction of said court for the

entry of any such judgment and for the resolution of any dispute, action, or suit arising in connection with the entry of such judgment.]

Miscellaneous: The Minor and Guardian expressly agree that this Release is intended to be as broad and inclusive as permitted by the laws of New Jersey, and that this Release shall be governed by and interpreted in accordance with the laws of New Jersey. The Minor and Guardian agree that in the event that any clause or provision of this Release shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Release that shall continue to be enforceable.

WE HAVE CAREFULLY READ THIS RELEASE AND UNDERSTAND IT TO BE A RELEASE OF ALL CLAIMS AND CAUSES OF ACTION FOR THE MINOR'S INJURY OR DEATH OR DAMAGE TO THE MINOR'S PROPERTY THAT OCCURS WHILE PARTICIPATING IN THE ABOVE DESCRIBED PROGRAM AND THAT IT OBLIGATES ME TO INDEMNIFY THE PARTIES NAMED FOR ANY LIABILITY FOR INJURY OR DEATH OF ANY PERSON AND DAMAGE TO PROPERTY CAUSED BY THE MINOR'S NEGLIGENT OR INTENTIONAL ACT OR OMISSION. I EXPRESSLY UNDERSTAND AND AGREE THAT THIS/HER RELEASE IS INTENDED TO BE AS BROAD AS PERMITTED BY LAW. THIS/HER AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW JERSEY.

Date:

Minor Participant's Signature

Minor Participant's Name (print)

Date:

Signature of Minor Participant's Parent/Guardian

Name of Minor Participant's Parent/Guardian (print)

Address: _____

City, State, & Zip: _____

Phone (Home): _____

Phone (Cell): _____

Email: _____