



TERMS & CONDITIONS

I. General Provision

I understand that EFBA reserves the right to cancel and/or change the schedule, location, or time of any of its program sessions (after-school, summer camp, cultural outing) at any time without liability.

I understand and agree that I and my child must abide by the EFBA Programs policies and rules and the instructions of the Programs organizers, employees, staff, counselors, and volunteers at all times, and that I and/or my child's failure to do so may result in immediate dismissal from the Programs. Some of these policies, rules, and instructions are written and some are at the sole discretion of the Programs organizers, employees, staff, counselors, and volunteers; however, it is understood that all policies, rules, and instructions are in place to ensure the overall safety and efficiency of the Programs and each of its participants. Furthermore, should my child fail to behave in an appropriate manner, intentionally harm, insult or assault another participant, exhibit signs of illness or violence, or violate any Programs policy and rule, I shall retrieve my child promptly when contacted by EFBA to do so or, if I am unable to do so, shall notify EFBA of the person retrieving my child on my behalf.

I acknowledge and agree that no part of the fees paid will be refunded to me should my child be dismissed from the Programs. I also understand and agree that no reduction or prorate in the payments and fees will be made for late arrivals, early departures, vacations, illness, or injury.

II. Photography and Video Release

I hereby grant permission to EFBA, its affiliated or subsidiary companies, their successors, agents, assigns, and all those acting pursuant to its authority to utilize my child's name, voice, and likeness, including, but not limited to, photographs and any video/audio recording of my child's appearance at the Programs in any and all manner and media, now known or hereafter developed, without limitation and without additional compensation or consideration, notification, or permission, unless prohibited by applicable law.

I hereby waive any right that I, or my child, may have to inspect or approve any finished product including, but not limited to, any promotional or advertising brochures, videos, slide shows, web sites content, and/or other materials, or any copy that may be used in connection therewith or the use to which it is applied.



I hereby assign all rights, title, and interest my child or I may have in any and all media now known or hereafter developed in which any or all of my child's appearance, name, voice, and/or likeness have been captured in connection with the Programs to EFBA, along with full rights of assignability.

I release EFBA from liability for any violation of any personal or proprietary right I or my child may have in connection with the above-mentioned use. I understand that all such recordings, in whatever medium, shall remain the property of EFBA.

III. Physical Condition

I understand that EFBA recommends that my child consult a physician before engaging in physical activity, and, if my child's physical health is questionable, obtain a medical clearance from a licensed medical professional. I also understand that I am responsible for my child's medical expenses, including deductibles, co-pays, and transportation. I consent to emergency medical treatment for my child if EFBA, in its sole discretion, determines it to be necessary. And in the event of a medical emergency, I also consent to EFBA contacting me and other emergency contact people whom I have provided.

On behalf of my child, I accept and assume any and all risks associated with his/her attendance and participation in the Programs and all related activities. I understand that my child should not attend the Programs if he/she is not in a healthy condition. Furthermore, I do hereby verify that my child, to the best of my knowledge, is free from contagious disease, is fully immunized, and is able to participate in the Programs. Therefore, I hereby confirm that my child: (i) has no psychiatric, medical, and/or physical condition or history which would prevent him/her from participating in the Programs and/or endanger himself/herself or others at the Programs; (ii) has not been instructed by any physician to refrain from participating in the Programs; and (iii) is physically fit and able to participate in the Programs.

IV. Assumption of Risk & Hold Harmless Agreement

During EFBA Programs, children may be exposed to a variety of risks that could result in serious injury, illness or even death. I agree to release, waive, defend, indemnify, and forever discharge EFBA, its agents, employees, volunteers, officers, and trustees from any and all claims or liability for injury or damages including loss or damage to property arising from or attributable to my child's participation in or associated with the Programs, unless it is due to willful fault or extreme negligence on the part of EFBA.

I understand that my child, and each participant in the Programs, will be engaging in activities that may involve the risk of serious personal injury, illness, permanent disability, dismemberment, and death, and that also involve the risk of severe economic loss, loss of personally identifiable information and/or personal health information, and property loss and damage. I understand that these risks may result



from the actions, negligence, and failure to act of my child and others including, but not limited to, other participants, organizers, employees, agents, volunteers, and independent contractors of the Program and the condition of any real or personal property, facilities, or equipment used during the Program.

In case of medical emergency involving my child, I understand every effort will be made to contact me. In any event, I hereby authorize EFBA, and each of their organizers, directors, members, employees, agents and volunteers to secure proper treatment, including hospitalization, anesthesia, surgery, or injections of medication for my child. Medical providers are authorized to disclose to the adult in charge examination findings, test results, and treatment provided for purposes of medical evaluation of the participant, follow-up and communication with the participant's parents or guardian, and/or determination of the participant's ability to continue in the program activities. I hereby release EFBA from any liabilities arising out of any medical procedure described above, including but not limited to civil, criminal and financial responsibilities.

I also understand that there may be risks involved in any and all activities which my child may participate which are not known to me, my child, EFBA and each of their organizers, directors, members, employees, agents, volunteers, and independent contractors and may not be foreseen or reasonably foreseeable by any of the foregoing entities or persons at this time or at the time of the Programs. For my child, these activities and associated risks may include transportation and trips to park or other surroundings.

Furthermore, I, personally, and on behalf of my child and anyone else who may claim on my child's behalf, assume all of the foregoing above-mentioned risks, agree to indemnify and hold harmless EFBA and each of its respective owners, partners, directors, officers, employees, agents, volunteers and independent contractors from any claim that I might have arising out of my child's participation in, transportation by, or involvement with the Programs.

V. Severability of Provisions & Integration

This agreement, along with any exhibits, appendices, addenda, schedules, and amendments hereto, encompasses the entire agreement of the parties, and supersedes all previous understandings and agreements between the parties, whether oral or written. I hereby waive all rights and remedies, at law or in equity, arising or which may arise as the result of a party's reliance on such representation, assertion, guarantee, warranty, collateral contract or other assurance, provided that nothing herein contained shall be construed as a restriction or limitation of said party's right to remedies associated with the extreme negligence, willful misconduct or fraud of any person or party taking place prior to, or contemporaneously with, the execution of this agreement.

I have carefully read the entirety of this waiver and release and agree to all its terms and conditions. I represent that I am the parent, legal guardian, or empowered representative of the minor child registered in the Programs with the authority to give



this waiver and release, and I hereby agree that both my child and I shall be bound hereby. I agree that the foregoing terms and conditions are intended to be as broad and inclusive as is permitted by law, and any terms and conditions set forth herein found by a court to be void or unenforceable shall not affect the validity or enforceability of any other terms and conditions.

VI. Conflict Resolution & Applicable Law

I acknowledge that any dispute, controversy, or claim arising out of or relating to the Programs, including, without limitation, any dispute concerning the construction, validity, interpretation, performance, enforceability, or breach of this waiver, shall be exclusively resolved through binding arbitration administered by the American Arbitration Association ("AAA"), seated in San Francisco, California.

The arbitrator's decision shall be final and binding. In the event either party fails to proceed with arbitration, attempts to challenge the arbitrator's award, or fails to comply with the arbitrator's award, the other party is entitled to all costs including reasonable attorneys' fees for having to compel arbitration or defend or enforce the award.

This waiver/agreement shall be interpreted, enforced, and governed by the laws of California without regard to the conflict of law rules applied in such jurisdiction.