

**IMAGINARY NUMBER, INC. & MATH DISCOVERY SUMMER CAMP  
Terms, Conditions, and Release of Liability Agreement**

I, the undersigned, hereby acknowledge that I am over the age of 18, that I am the parent and/or legal guardian of \_\_\_\_\_, and that I have the authority to make agreements on behalf of my child, the named minor. I further acknowledge that I have voluntarily chosen to enroll my child in the Math Discovery Summer Camp and/or after-care (collectively "camp") operated by Imaginary Number, Inc. ("Company") from \_\_\_\_/\_\_\_\_/2014 to \_\_\_\_/\_\_\_\_/2014. I also give consent to my child's participation in camp-related activities.

**ACCEPTANCE OF RISKS AND RELEASE FROM LIABILITY** I understand that certain risks are inherent in any recreational activity. I agree that there may be risk of injury or harm to my child as a result of camp activities, and I knowingly and voluntarily assume all risks of such injury or harm. I also understand and agree that it is my and my child's responsibility to safeguard his or her personal belongings, and I knowingly and voluntarily assume all risk that personal belongings brought to camp may be lost, misplaced, damaged, or stolen.

I hereby waive and release Company (and its owners, agents, partners, representatives, employees, contractors, and camp staff) from any liability, including but not limited to claims based on negligence or some other act or omission, for any injury, illness, or harm to my child or damage of any personal property incurred while at camp or during after-care.

**SAFETY & CONDUCT** For everyone's safety, children must follow all staff instructions. I understand that if my child's actions or attitude are deemed detrimental to other camp participants, camp staff, or the general camp atmosphere, he or she may be sent home without any reimbursement for any payment to Company.

I agree to accept full responsibility, financially or otherwise, for the conduct of my child — including paying restitution for damage to Company equipment and property, camp facilities, and/or personal property of other participants. Company is not required or expected to protect camp participants from theft or damage to property.

**MEDICAL AUTHORIZATION & SPECIAL NEEDS** I understand and agree that I am responsible for determining my child's medical, physical or other qualifications and suitability for participating in the Math Discovery Summer Camp and its activities (including games and computer instruction). I agree to disclose to Company and camp staff any pertinent medical, physical, or other conditions and special needs that may affect my child's participation in these activities.

I understand measures will be taken to safeguard the health and safety of all participants; however, in the event of need I hereby grant permission of Company or its authorized representatives to arrange for such medical care that my child may require. This includes minor medical care by Company staff members. In the event of serious injury or illness, Company will call 911. Company will also use all reasonable efforts to contact the parent, guardian and/or people listed as emergency contacts. I am aware that Company assumes no liability for the costs or provision of medical care in the event that care is needed during or after this program.

**PHOTO & VIDEO RELEASE** Some camp sessions may be videotaped or photographed. By registering for this camp, I grant permission for the use of my child's image and voice, which may be captured through video, photo, digital camera or other media, for Company training, promotional materials and publications, and other commercial purposes.

**CANCELLATIONS & CHANGES** Cancellations made at least 30 days in advance of the first day of the camp session are eligible for a full refund. Cancellations made 10 days before the first day of the camp session are eligible for a 50% refund. Cancellations made less than 10 days before the start of the camp session will not be refunded.

Company reserves the right to vary its programs and to reschedule or cancel an event if it is under-subscribed or for any other reason. Company aims to give participants at least 1 week's notice if an event is rescheduled or cancelled, and give a full refund for cancelled events.

**GOVERNING LAW, JURISDICTION & BINDING ARBITRATION** I acknowledge that this Agreement shall be governed in accordance with the laws of the State of California. I consent to the exclusive jurisdiction and venue of the federal and state courts located in California in any action arising out of or relating to this Agreement.

This Agreement contains a binding arbitration provision, which may be enforced by me or by Company. I agree that any dispute arising out of or relating to this Agreement shall be settled by binding arbitration in lieu of litigation. Arbitration shall be held in the state/province and county in which the camp is held, and judgment upon the award rendered by the arbitrator(s) may be entered in any court of competent jurisdiction under this section. The prevailing party in the arbitration shall be entitled to recover expenses, including costs and reasonable attorney's fees associated therewith. I hereby acknowledge that I agree to and will comply with the terms of the binding arbitration provision.

Should any part of this Agreement be found invalid or not enforceable by a court of law, then the remaining portion shall continue to be valid and enforceable.

**This Agreement constitutes the entire Agreement between Company and me (on behalf of the named minor).  
By signing below, I acknowledge that I have read and agreed to all the terms set forth in this Agreement.**

Date: \_\_\_\_\_

Parent Name: \_\_\_\_\_ Signature: \_\_\_\_\_

Representing Company: \_\_\_\_\_ Signature: \_\_\_\_\_