

## **Waiver, Release of Liability, Indemnification and Consent**

In exchange for my child/ward ("child") being allowed to participate in Summer Camp at the Adler Planetarium ("Program") to take place at and sponsored by Adler Planetarium on Chicago's Museum Campus from June 17, 2019 through August 2, 2019, I agree to be bound by each of the following:

1. **Identification of Risks.** I understand that any activity involves risks of injury and loss, both to person and to property, including the possibility of permanent disability and death. I understand that this Waiver and Release of Liability is intended to address all of the risks of any kind associated with participation in any aspect of the Program, including, particularly, such risks created by actions, inactions, or negligence on the part of Adler Planetarium, or the Chicago Park District, or their respective directors, officers, trustees, employees, agents, volunteers, successors, or assigns (collectively, the "Sponsors and Park District").
2. **Voluntary Participation and Assumption of Risk.** I understand that participation in the Program is voluntary, and voluntarily assume and accept personal responsibility for any injury, liability, loss or damage arising from any and all risks, known and unknown, foreseeable and unforeseeable, in any way connected with participation in the Program.
3. **Release, Waiver and Covenant Not to Sue.** I, on behalf of myself and my child, release the Sponsors and Park District from and waive all claims, and covenant not to sue the Sponsors and Park District, for any liability, injury, loss, or damage involving my child, including attorneys' fees, in any way connected with participation in the Program, whether or not caused in whole or part by the negligence of the Sponsors and Park District to the fullest extent allowed by law.
4. **Indemnification.** I agree to indemnify and to hold harmless (in other words, to reimburse and to absolve from responsibility) the Sponsors and Park District from all claims for any liability, injury, loss, damage, or expense, including attorneys' fees (including cost of defending any claim I might make, or that might be made on my behalf, that is released or waived by this instrument), in any way connected with or arising out of my or my child's participation in the Program, whether or not caused in whole or in part by the negligence of the Sponsors and Park District.
5. **Consent to Medical Treatment.** I authorize the Sponsors and Park District to provide to me or my child, through medical personnel of its choice, customary medical assistance, transportation, and emergency medical services should such become necessary due to illness, allergic reaction, or physical injury. In the event that immediate medical treatment becomes necessary and I am not present or able to be immediately contacted, I authorize staff members to provide or procure first aid and to take other appropriate measures, such as contacting my child's physician or allergist, contacting Emergency Medical Services, arranging for transportation to the nearest appropriate medical facility, and providing any of the information disclosed to the Sponsors or Park District to medical personnel for the purpose of obtaining medical treatment for my child. I understand that I will be responsible for all reasonable charges incurred in connection with the care and treatment rendered to my child. I agree to release from all liability and hold harmless any staff member(s) of the Summer Camp at the Adler Planetarium, as well as the trustees, directors, officers, employees, agents, volunteers, successors, or assigns of the Sponsors and Park District for any injury caused by the actions or omissions of the staff, in the course of assisting in administering medication, rendering first aid, or otherwise providing medical attention to my child, excepting injuries that result from gross negligence or intentional misconduct. This consent does not impose a duty upon the Sponsors and Park District to provide such assistance, transportation, or services.

6. **Binding Effect, Severability, and Applicable Law.** This instrument shall be binding upon my relatives, personal representatives, heirs, beneficiaries, next of kin, or assigns and shall inure to the benefit of the Sponsors and Park District. If any provision (or portion of any provision) of this instrument is held to be invalid or unenforceable in part, to the fullest extent permitted by law such invalidity or unenforceability shall not otherwise affect any other provision of this instrument. Because the Sponsors and Park District are headquartered in the State of Illinois, and in order to provide certainty in the law to be applied to the construction of this instrument, this instrument shall be governed, construed, and enforced in accordance with the law of the State of Illinois.

7. **Photographs and Videos.** I understand that the Sponsors and Park District may create photographic images or other audio/visual recordings of myself and my child in connection with the Program, and agree to the following with regard to such images:

**FOR VALUABLE CONSIDERATION**, which is hereby acknowledged and received, I grant Sponsors and Park District and any person receiving permission from the foregoing the right and license, to reproduce and publish any image or audio/visual recordings in any media now known or later developed of me and my child made by the Sponsors and Park District in connection with the Program, and, at the institutions' discretion, to share these images with others for educational purposes and in order to promote this Program, similar programs, or the Sponsors and Park District. I waive any privacy and publicity interests which I or my child may have in such photographs, images and recordings, and any right or interest in royalties, benefits, proceeds, or other compensation derived therefrom.

**I AGREE** the Sponsors and Park District are the sole owners of all rights in the negatives, photographs, recordings, prints, and all other items bearing my photograph, name, likeness or performance made by the Sponsors and Park District in connection with the Program, including full domestic and foreign copyrights therein. The Sponsors and Park District have the exclusive right to make such use of the such images, including, but not limited to, the right to perform, display, alter, reproduce, and distribute in any media now know and later developed, and the right to create, perform, display, and reproduce derivative works thereof.

**I HEREBY** release, discharge and agree to hold harmless the Sponsors and Park District, from any liability or claimed liability in connection with the aforementioned use of my or my child's or ward's photograph, name, likeness, or performance.

**THIS CONSENT AND RELEASE** is irrevocable and intended to be of perpetual duration.

**I ACKNOWLEDGE** that I have read this is a waiver, release of liability, indemnification and consent and prior to signing I understand its contents. I also understand that I give up substantial rights by signing, and sign it voluntarily.



