

CREATIVE NATURE NYC
WAIVER OF CLAIMS AND RELEASE FROM LIABILITY

I am the parent or legal guardian (“Parent/Guardian”) of the minor student identified below (“Student”). I have read, understand and agree to all of the terms of this Waiver of Claims and Release from Liability (the “Waiver”) for the benefit of Creative Nature NYC (including without limitation its owners, representatives, employees, agents and independent contractors, collectively “Creative Nature NYC”). In consideration of Creative Nature NYC’s sponsorship of, and arranging for Student’s participation in, the Activities, I, on behalf of myself and Student, acknowledge and agree as follows:

1. I give permission for the Student to participate fully in the Activities in all activities described below (the “Activities”), whether indoors or outdoors, at such location as designated by Creative Nature NYC (the “Premises”). I understand and agree that Creative Nature NYC may conduct the Activities at alternate locations as designated by Creative Nature NYC, due to inclement weather or other unforeseen circumstances. In the event that an alternate location is used, Creative Nature NYC will seek to provide advance written notice to me at my contact email listed below.
2. I accept any and all financial liabilities for any loss of or damage to property caused by or contributed to by Student. Creative Nature NYC shall not be responsible for any injury or accident that takes place on or off the Premises.
3. Student is in good physical and mental health to participate in the Activities.
4. I have read, understand and agree to comply with all policies of Creative Nature NYC, including without limitation those policies that are or may subsequently be posted on Creative Nature NYC’s website from time to time at <https://www.creativenaturenyc.org/policies> (including without limitation those relating to pick-up, illness and safety, dress code, photos, payments and COVID-19).
5. During Fall and Spring semester, I give Creative Nature NYC permission to pick-up Student from their homes and take them to the Premises, or other location where the Activities will be held, and expressly release Creative Nature NYC from any and all liability associated thereto. I agree that, unless there is written consent by email or note from me, Student will not be permitted to leave Creative Nature NYC with anyone other than me.
6. Unless otherwise indicated below, I authorize Creative Nature NYC to photograph Student without compensation during any Activity for marketing and/or promotional use only, and such images will be published on Creative Nature NYC’s website and through social media.
7. I shall pay the full amount of the Activities per child, per semester, week or day, and such payment is non-refundable, non-transferable, and cannot be issued as a credit, even in such circumstance where the Activities are suspended due to a City-wide or State-wide mandate to close or suspend such Activities.
8. I understand that there are inherent dangers and risks involved in Student’s participation in the Activities, which may involve foreseeable and unforeseeable risks, and hazards that may be dangerous and may involve death, injury, illness, loss, or property damage to the Student or to others. I am voluntarily allowing Student to participate in the Activities with such knowledge and agree to assume and accept all such dangers and risks. I understand that Student is responsible for the exercise of caution and common sense at all times to avoid such dangers and risks.
9. I, on behalf of myself and Student and our respective survivors, heirs, next of kin, estate, legal representatives, and assigns, hereby (i) release and agree to indemnify, defend and hold harmless Creative Nature NYC and its respective affiliates, members, directors, officers, employees, agents, representatives, students, consultants, advisors, and any other providers of services, past, present and future (collectively, the “Released Parties”) from and against any and all claims, damages, liabilities, actions, or causes of action (including without limitation those relating to any death, injury, illness (including without limitation as a result of the novel coronavirus (“COVID-19”)), loss, property or other damage, or costs or expenses, including without limitation attorneys’ fees) that I and/or Student has/have or may ever have arising out of or in any way relating to the Activities or Student’s participation in the Activities (collectively, the “Claims”), and (ii) waive any and all such Claims, in each case, to the fullest extent permitted by law.
10. COVID-19: I agree that if a Student or a member of a Student’s family is unwell, has a temperature or is showing symptoms of COVID-19, or has otherwise been exposed to a person with COVID-19, then such Student shall not attend the Premises or take part in any Activity for a period of fourteen (14) days and I am obligated to contact Creative Nature NYC at info@creativenaturenyc.org notifying them of such circumstance. Creative Nature NYC is not responsible for any spread of COVID-19 or contagion by or to any children or families of such children. I understand and accept the risks of the COVID-19 pandemic and register their children with Creative Nature NYC at their own free will and assume all consequences. Creative Nature NYC commits to follow all health protocols as guided by the New York State Department of Health.
11. I understand that this Waiver constitutes a complete, perpetual, and unconditional release, discharge, and waiver of any and all Claims against the Released Parties and are aware that this Waiver binds them, their survivors, heirs, next of kin, estate, legal representatives, and assigns. This Waiver shall be governed by New York law, regardless of the location of any of the Activities that, in the absence of this Waiver, may have given rise to a claim under it or that may have been based upon it. I acknowledge and agree that, if any portion of this Waiver is held to be invalid, the balance shall remain in full force and effect.

PARENT OR LEGAL GUARDIAN OF STUDENT

Parent/Guardian Name: _____ **Student Name:** _____

ACTIVITIES

Description of Activities:

Primary Location: McCarren Park

Alternate Location: McGolrick Park

Please check each of the boxes below that apply. Please note that in order to participate in the Activities, the first two boxes below must be checked.

- Parent/Guardian** confirms that all information as described in this Waiver is true and correct in all respects as of the date written below.
- Parent/Guardian** confirms that he/she will comply with all COVID-19 policies as set forth above and as listed on Creative Nature NYC's website at <https://www.creativenaturenyc.org/policies>.
- Parent/Guardian** authorizes Creative Nature NYC to photograph Student without compensation during any Activity for marketing and/or promotional use only, and such images will be published on Creative Nature's NYC's website and through social media.

Parent/Guardian Signature: _____ **Date:** _____

For any questions relating to this Waiver or the Activities, please contact Creative Nature NYC at info@creativenaturenyc.org.