



ARMENIAN GENERAL BENEVOLENT UNION

Liability and Health Screening Waiver

Terms of Agreement

This contract shall not be valid unless signed by the Participant or Parent/Guardian (herein after "Participant") to be enrolled and the full deposit and tuition payment has been received by AGBU. The deposit shall be paid on schedule and the full balance shall be paid prior to the start of the season as indicated on the application and marketing materials.

Activity Authorization

By submitting this application, the Participant is authorized to participate in all activities listed on the program website and brochure and agrees to follow the directions of AGBU staff and to abide by all policies including, but not limited to, those set forth in the "Code of Conduct" included in this application. For the safety and general welfare of all participants, AGBU reserves the unrestricted right to dismiss a Participant whose conduct or influence, in the opinion of the Program Coordinator or Director, is contrary to the best interests of the Program or the participants.

Photography

Participant expressly agrees that AGBU may use photos taken of Participant for archival, advertising and, publicity purposes. Images shall not contain the names of subjects unless prior consent is given.

COVID Liability Waiver

By signing this application, Participant (or Guardian) agrees to immediately notify the AGBU Western Region office if they have been exposed to COVID-19. Participant (or Guardian) understands the symptoms of COVID and affirms that they, and their household members, do not have and has/have not been experiencing any COVID symptoms within the last 14 days of attendance and will notify AGBU in the event any symptoms may arise. Participant (or Guardian) understands that the Centers for Disease Control (CDC) has stated that there is evidence that persons with COVID-19 may be asymptomatic or pre-symptomatic, and that the virus may be transmitted to another person or others by the participant if they are a carrier. Based on the information above, participant and/or guardian agrees to 1) wear a mask covering over their nose and mouth for the duration of their visit, 2) be mindful of social distancing by keeping 6 feet away while in hallways/common areas, offices, gym area, Boyadjian Hall, parking area, and all outdoor designated meeting spaces, and 3) wash hands with soap and water or alcohol-based hand sanitizer before entering and leaving the offices or gathering areas.

Collection & Use of Information

AGBU collects personally identifiable information of Participants, including names, postal addresses, email addresses, and dates of birth. All personal data collected by AGBU is maintained by AGBU in compliance with international privacy laws, including GDPR by AGBU as data controller. Upon submission of your application, you will receive email communication from this program and other global AGBU entities so that we can keep you updated on AGBU's latest news, offerings, and events. You may opt out of receiving communication from AGBU at any time by contacting dbupdate@agbu.org.

AGBU may share your information (i) with government agencies or other companies assisting us with the investigation or prevention of fraud, (ii) with third party service providers as necessary for AGBU to deliver services to you, or (iii) as otherwise required by law. AGBU will not transfer or sell your data to third parties for marketing purposes. For more information, please read AGBU's Privacy Policy at www.agbu.org/privacy.

Medical and Contact Information

It is the sole responsibility of the applicant to ensure that AGBU has correct and current contact information for purposes of billing, medical emergencies, or non-medical emergency contacts for any other special reason. The applicant shall promptly notify AGBU if there has been any change in mailing

address, telephone number, email address, billing information, medical information, authorized caregivers, and emergency contact information.

Medical Permission Statement

Participant certifies that there are no health-related reasons or problems which would preclude participation in the program. The program application requires certain disclosure of medical information ranging from self-certify documentation to doctor endorsed forms. Enrollment in the program is contingent on the mandatory fields of these documents being completed truthfully and submitted to the application prior to the start of the program, or by whichever date indicated on the application forms. AGBU reserves the right to deny participation if such information is not provided, or if such information is deemed untruthful. Any information on these medical forms will be shared on a "need to know" basis with AGBU staff.

Assumption of Risk, Release, Waiver and Indemnification

The Participant/Parent hereby releases and discharges AGBU, its directors, affiliates, agents, employees, volunteers, successors and assigns, from any and all injuries, illnesses, medical conditions, damages, claims, liabilities, losses, expenses or judgments, including attorneys' fees and court costs resulting from the Participant's participation in a program or presence on AGBU premises, except as such may arise out of AGBU's gross negligence.

Furthermore, the Participant shall indemnify and hold harmless AGBU, its directors, affiliates, agents, employees, volunteers, successors and assigns, against any and all injuries, illnesses, medical conditions, damages, claims, liabilities, expenses or judgments, including attorneys' fees and court costs resulting from any negligent, grossly negligent or deliberate act or omission of the Participant.

The Participant shall also hold harmless AGBU, its directors, affiliates, agents, employees, successors and assigns, against any and all injuries, illnesses, medical conditions, damages, claims, liabilities, expenses or judgments, including attorneys' fees and court costs, resulting from any act or omission of other Participants, causing injury to the Participant's property.

Such indemnity and release shall not include liability for the grossly negligent or deliberate acts or omissions of AGBU, its agents or employees.

By registering for this AGBU program, I acknowledge that I can read and write in the English language, that I have carefully read this agreement and have understood all of its terms, policies and procedures, releases, waivers and indemnification of the facility and that I am entering into this agreement voluntarily and intentionally.

It is agreed that all disputes or controversies arising between the parties shall be governed by, and construed in accordance with, the internal laws of the State of California, without regard to the laws of any other jurisdiction that might be applied because of the conflicts of laws principles.

This Agreement constitutes the full understanding of the parties hereto and no change, modification, or waiver of any of the terms shall be effective unless in writing and signed by both parties.