

WAIVER OF LIABILITY AND RELEASE

Welcome to Codeverse! We want all of our customers to have an enjoyable experience. Before we get started, we ask that all participants review and sign this Waiver of Liability and Release ("Agreement").

This Agreement applies to all past, present, and future visits to any location(s) owned or operated by Americademy, Inc., Codeverse Studios, LLC, or its subsidiaries ("Codeverse"). I agree to the following conditions to being permitted to use the facilities and services of Codeverse for any purpose ("activity") including, but not limited to: use of facilities, participating in any class, camp, or special event affiliated with Codeverse regardless of location or observation. This Agreement applies to me as well as my child(ren).

- 1. Representation.** I acknowledge that I, the person whose name is set forth below, have the authority to execute this Agreement as a parent or guardian on behalf of the child(ren) listed, and I agree to all of the terms and conditions set forth in this Agreement.
- 2. Rules.** I agree to observe and obey all posted rules, warnings, and further agree to follow any instructions stated by Codeverse's employees, representatives, or agents.
- 3. Publicity Release.** I agree that any photo, video, or audio taken of me or my child(ren) while at any Codeverse location(s) or any location during any Codeverse activity, including but not limited to class, camp, or special event may be used by Codeverse, with or without my child(ren)'s name, for any purpose (including but not limited to commercial and promotional) in perpetuity, across any and all media or research. I understand that I will not receive compensation in any form from the use of my name, photo, audio, or video.
- 4. Assumption of Risks.** I recognize that there are certain inherent risks associated with this activity and I assume full responsibility for personal injury to myself, my family, or my child(ren), and further release and discharge Codeverse for injury, loss or damage, regardless or severity, arising out of my or my child(ren)'s use or presence upon the facilities of Codeverse, whether caused by the fault of myself, my family, the children who I have listed below, Codeverse, or other third-parties
- 5. Liability Release.** I agree to waive, discharge, and covenant, not to sue Codeverse, their respective owners, officers, directors, volunteers, employees, or agents (the "Released Parties") and each of them from any and all claims for injuries, damages, or loss that I, my family, or my child(ren) may have or which may accumulate to me, my family, or my child(ren) from our presence in or about the facility or while participating in or observing the premises, or participating in any program affiliated with Codeverse without respect as to location, except for any injury, damage, or loss that is caused by gross negligence by Codeverse.
- 6. Errors and Omissions.** I acknowledge that Codeverse and the Released Parties are not responsible for the errors, omissions, acts, or failures to act of any party conducting a specific event or activity on behalf of Codeverse.
- 7. Indemnification.** I agree to indemnify and defend the Released Parties against all claims, causes of action, damages, judgments, costs or expenses, including attorneys' fees and other litigation costs, which may in any way arise from my, my family's, and/or my child(ren).
- 8. Payment for Damage.** I agree to pay for all damages to the facilities of Codeverse caused by any negligent, reckless, or willful actions by me, my family, and/or my child(ren).
- 9. Guests.** I assume all risk of damage or injury to any individual that I invite as guests whether I am present or not, and hereby agree to fully indemnify the Released Parties against any claims for damages or injury suffered by my invited guests.
- 10. Permission to Secure Treatment.** In the event of an emergency, I authorize Codeverse staff to secure treatment from any licensed hospital, physician, or medical personnel deemed necessary for the immediate care of myself, my family, and/or my child(ren), and I agree that I will be solely responsible for the payment of all medical services.
- 11. Permission to Contact.** I acknowledge that Codeverse may contact me using the contact information that I have provided below, in case of emergency and to provide information about Codeverse programs from time to time.
- 12. Right to Decline.** Codeverse reserves the sole and exclusive right to decline participation to anyone for any reason not prohibited by law.
- 13. Applicable Law.** Any legal or equitable claim that may arise from participation in the above shall be resolved under Illinois law.
- 14. Dispute Resolution.** The parties will attempt to resolve any dispute arising out of or relating to this Agreement through amicable, confidential negotiations amongst the parties. If the matter is not resolved by negotiation, the parties will resolve the dispute using the following Alternative Dispute Resolution ("ADR") procedure. Any controversies or disputes arising out of or relating to this Agreement will be submitted to mediation in accordance with any statutory rules of mediation. If mediation does not successfully resolve the dispute, then the parties may proceed to seek an alternative form of resolution in accordance with any other rights and remedies afforded to them by the law.

I, the undersigned, have read and voluntarily signed this Waiver of Liability and Release. I further agree that no oral representations or statements apart from this written agreement have been made.

Parent/Guardian Name: _____ Signature: _____

Email: _____ Phone: _____

Child(ren) Name(s): _____ Date: _____