

2022 Summer at Hockaday Enrollment Contract

In consideration of The Hockaday School ("Hockaday" or the "School") enrolling the above-named child (the "Participant") in the 2022 Summer at Hockaday Program, the undersigned financially responsible parent(s), legal guardian(s), and/or financially responsible individual(s) ("I") jointly and severally, and intending to be legally bound, agree to all of the following terms and conditions of this 2022 Summer at Hockaday Enrollment Contract (the "Contract").

Registration Fee. This Contract must be submitted with a non-refundable, non-transferable registration fee of \$50 (the "Registration Fee"). Hockaday will not hold a place for the Participant without agreement to this Contract and submission of the Registration Fee. I understand that this Registration Fee will be forfeited if the Participant does not attend, withdraws from, or is dismissed from the Program.

Program Fee. The cost of Program (the "Fee") will be determined based on the number of weeks and the programs the Participant will be attending the Program. The Fee must be received in full on or before **May 2, 2022**. If the Participant registers after **May 1, 2022**, the Fee must be paid in full at the time of registration. The Participant may not attend the Program unless the Fee is paid in full. The Fee includes **program tuition, a daily snack, and a t-shirt**.

Cancellation Policy. I understand that written notice of cancellation of this Contract, or the withdrawal of any session, must be received by **Summer at Hockaday office personnel** on or before May 1, 2022, but that no portion of the Application Fee will be refunded for any reason whatsoever at any time. I acknowledge and agree that after May 1, 2022, the Fee constitutes liquidated damages, that this amount is a reasonable estimate of the damages likely to be incurred by Hockaday as a result of a late withdrawal, and that actual damages are difficult or impossible to ascertain at this time. I also acknowledge and agree that the Fee will not be refunded or pro-rated for any unattended sessions or days. In the event of the Participant's cancellation of this Contract on or after May 1, 2022, all unpaid fees shall become due and payable in full within thirty (30) days of the date of cancellation.

Permission To Participate. I grant permission for the Participant to participate in the Program and all related activities. I am familiar with the description of the Program that I am registering the Participant for, as found in the 2022 Summer at Hockaday programmatic information (available at <http://www.hockaday.org/summer>). I acknowledge that I have had the opportunity to ask questions and obtain whatever information I require to fully inform myself about the Program, including the risks that the Participant may be exposed to in the Program, including, but not limited to, risks associated with COVID-19. I represent and warrant that I have enrolled the Participant in any and all insurance, including, but not limited to, health care, accident, and personal property insurance that I believe, in my sole judgment, is necessary to protect the Participant and the Participant's interests while participating in the Program.

COVID-19 Notice And Disclosure. COVID-19 is a novel and extremely contagious communicable illness that is spread through person-to-person interactions. COVID-19 can cause symptoms in any infected individual, though data indicate that older individuals and those with existing medical conditions are at a higher risk of developing severe symptoms and complications. Not all individuals infected with COVID-19 display any symptoms, but such individuals may nonetheless be contagious and spread the infection. State and local authorities are closely monitoring the spread of COVID-19 in the State of Texas and have introduced mandatory quarantines, social distancing, and other safety measures to try to mitigate the spread of the disease.

Consistent with state guidance, Hockaday continues to develop and implement policies and practices, as well as implement modifications to our campus, to help promote a safer environment. Hockaday has provided me with the safety policies and practices that will be required while COVID-19 remains a concern (the "Pandemic Policies"). However, circumstances are evolving rapidly, and federal, state, and local school operating procedures continue to evolve. I understand that Hockaday may deviate from the guidelines and expectations set forth in the Pandemic Policies, in its discretion as individual circumstances may warrant. By signing this Contract, I, on my own behalf

and on behalf of my child, acknowledge and agree that my child and I will adhere to Hockaday's Pandemic Policies and other expectations, and that failure to do so may result in suspension, dismissal, or refusal to enroll my child in the Program, as determined by Hockaday, in its sole discretion.

Although Hockaday will meet all applicable safety requirements, so long as COVID-19 continues to spread by community transmission and until there is an effective vaccine readily available, *there will be a risk that students could become infected with COVID-19 despite Hockaday's efforts*. That risk extends to the families of students, as well as others with whom my child may have contact. By signing this Contract, I acknowledge and agree, on my own behalf and on behalf of my child, that despite the Hockaday's efforts to operate safely, there is nonetheless a risk that my child could contract COVID-19 and/or become a symptomatic and/or asymptomatic carrier of COVID-19.

Release, Assumption of Risk, Indemnification, And Waiver. I understand that participation in the Program may expose the Participant to certain risks including, without limitation: inappropriate conduct or negligence by self or others; misjudgment by self or others; overexposure to natural elements; participants' mental, physical, or emotional conditions (known or unknown, disclosed or undisclosed); falling down or slipping; animal hazards, such as stings, bites, poisoning, and blows; falling off or losing control of bicycle; risks related to indoor rock climbing; drowning; risks related to swimming and other aquatic activities; acts of God; dangerous road conditions and transportation problems while traveling to/from the Program and Program activities; contraction of communicable disease (including, but not limited to, COVID-19); and other risks associated with engaging in recreational activities and sports. In consideration of the Participant being allowed to participate in the Program, I, the undersigned, expressly acknowledge, understand, and agree to the following:

RELEASE. I agree, on my own behalf and that of the Participant and our heirs, executors, administrators, personal representatives, and/or assigns ("Releasors"), to forever release, acquit, discharge, covenant to hold harmless and covenant not to sue The Hockaday School (including Summer at Hockaday), its trustees, employees, volunteers, representatives, and agents ("Releasees") from any and all claims, suits, liabilities, and actions, including, but not limited to, any negligence of the Releasees, which Releasors may have, now or in the future, which arise directly or indirectly out of the Participant's participation in the Program. I understand that this Release includes, but is not limited to, any and all claims, suits, liabilities, and actions, that may arise directly or indirectly out of (a) the financial losses that I or the Participant may incur in connection with the cancellation or rescheduling of the Program; (b) any services related to the special or emergency needs of the Participant while participating in the Program; and/or (c) any authorized administration or assistance in administration of medications to the Participant.

ASSUMPTION OF RISK. I am familiar with the Program and I fully understand, accept, recognize, and appreciate the risks and danger associated with the Participant's participation in the Program, including, but not limited to, the risks identified above. I recognize that certain Program activities (including, but not limited to, sports, swimming and other aquatic activities, bike riding, indoor rock climbing, and archery, have risks inherent in and specific to participation, and that such risks cannot be eliminated without destroying the unique character of such activities. I recognize that participation in the Program could result in property loss or damage, serious bodily injury, contraction of communicable disease (including, but not limited to, COVID-19), paralysis, and even death. While particular rules, equipment, and personal behavior may reduce the likelihood of injury, the risks and dangers of bodily injury still remain. I hereby knowingly and freely assume, on behalf of myself and the Participant, all risks, both known and unknown, associated with participation in the Program.

INDEMNIFICATION. I hereby agree, on behalf of myself and the Participant, to indemnify the Releasees from and against any and all demands, claims, suits, actions, causes of action, or liabilities, including attorneys' fees, brought by any person or entity, arising directly or indirectly from the Participant's participation in the Program, including, but not limited to, any injury of any person or damage to or destruction of any property caused by the Participant.

WAIVER. To the extent any claim is made by any person or entity against any of the Releasees in connection with

the Participant's participation in any Program activities, I hereby waive, on behalf of myself and the Participant, any claim for or right to monetary damages or any other form of personal relief.

The provisions contained above include any property or personal loss or damage, or other loss caused or alleged to be caused, in whole or in part, by the ordinary negligence (but not gross negligence) of the Releasees. These provisions are not intended to, and do not, govern any claims that cannot be released by private agreement.

Web-Based Applications and Remote Learning Recording. I understand and acknowledge that some of the programs may be held virtually through Hockaday's online applications and programs. I also understand that Hockaday may choose to record the programs for a variety of educational and operational reasons. Please contact the Director of Auxiliary Programs for more information about Hockaday's online applications and programs. I authorize the Participant to use Hockaday's web-based computer applications in connection and consistent with Summer at Hockaday's curriculum. I further consent to the recording of any online or remote learning interactions among the Participant and Hockaday, any of its employees, and other Summer at Hockaday participants. This consent applies in any context, including, but not limited to, both group and one-on-one contexts.

Participant Media Release And Consent. Hockaday's ability to portray its program accurately and vibrantly depends on families' support of Hockaday's use of images of Participants and the Participants' work. Therefore, by signing below, I hereby authorize without limitation Hockaday, its successors and assigns, and those acting with its permission and upon its authority, to use the Participant's name, photographic image (including portrait, picture, video, or other reproductions), audio recordings of the Participant's voice, video recordings of the Participant, and likeness, in written or in electronic format, and reproductions of the Participant's work (collectively referred to herein as "Participant Media Information") in Hockaday's publications, marketing and promotional materials, website, press releases, advertising media, and/or social media accounts (including, but not limited to, Facebook and Instagram). I waive the right to inspect or approve the finished product, including written or electronic copy, wherein the Participant Media Information appears. I acknowledge Hockaday's right to crop or alter any photographic image of the Participant at its discretion. I authorize Hockaday to use, reproduce, or cause to be reproduced and used the Participant Media Information on more than one occasion, without limitation to the number of times it is used, in perpetuity. I shall not be entitled to receive any compensation for such use, and I hereby release Hockaday, its affiliates, successors and assigns, and those acting with its permission and upon its authority, from any liability, responsibility, or claim that may arise by reason of any exercise of the authority granted above. If I do not consent to such use, I agree to notify the Director of Auxiliary Programs in writing prior to the start of the Program. While Hockaday strives to abide by parent/legal guardian wishes, it does not guarantee incidental uses of a Participant's name or image will never occur.

Expectations. Hockaday believes that a positive and constructive working relationship among the School, the Participant, and the Participant's parents/legal guardians is essential to fulfillment of Hockaday's educational mission and statement of values. Hockaday may, in its sole discretion and without limitation, suspend, dismiss, or refuse to enroll the Participant if the School concludes that the Participant, or a family member or other individual associated with the Participant, has engaged in any behavior that, in the School's discretion, interferes with Hockaday's ability to fulfill its educational purposes, runs contrary to the best interests of Hockaday or its community, or otherwise makes a positive or constructive relationship impossible. In addition, parents must provide details of any and all custody arrangements involving the Participant to Hockaday and keep the Director of Auxiliary Programs apprised of any changes in custody arrangements and other matters that may affect the Participant or Hockaday.

Relevant Information About The Participant. I understand it is essential that I communicate and promptly disclose to Hockaday any details that may affect the Participant's experience in the Program including, but not limited to, the Participant's learning styles, medical conditions, behavioral issues, and emotional needs. I affirm that I will promptly disclose such information to Hockaday and notify Hockaday of any changes throughout the Participant's enrollment in the Program. In addition, I agree to complete all required medical forms and health information requested by Hockaday prior to the Participant's attendance, and that failure to do so may result in the Participant's exclusion from the Program.

Representations And Warranties. I affirm that all information about the Participant provided to Hockaday is accurate and complete to the best of my knowledge. I understand and acknowledge that any false, inaccurate, incomplete, or misleading statements may be grounds for dismissal of the Participant.

Educational Outcomes. Hockaday makes no representations or undertakings as to the kind, quality, or appropriateness of the Program for the particular Participant, nor does it guarantee any particular educational outcome for any particular participant. I understand that Hockaday may, in its sole discretion, change without notice its offerings, activities, schedules, and personnel, as well as policies, procedures, and practices, as circumstances may warrant. Hockaday will endeavor to provide prompt notice of any such changes.

Program Name. I agree that I am not authorized to use Hockaday's name (The Hockaday School) or any of its summer programs' names or any likeness of the names (e.g., "Summer at Hockaday" etc.), or crest or logo in any way, including to describe any event, outing, merchandise or goods (whether for sale or not), club, sports team, group or other activity ("Group") that I (or the Participant) may organize or lead or in which I (or the Participant) may participate, without the express written permission of the Director of Auxiliary Programs. If the Participant or I participate in any Group that uses such names or names with likeness or resemblance that is parent-organized or led by others, including current and former Hockaday employees, I understand that the Group is not sponsored or endorsed by Hockaday unless I receive written notice from the Director of Auxiliary Programs stating that the Group has been recognized. Any questions about whether a Group is sponsored by Hockaday should be directed to the Director of Auxiliary Programs.

Force Majeure. I understand and agree that the duties and obligations of Hockaday under this Contract may be modified or suspended immediately and without notice because of *force majeure* causes beyond Hockaday's reasonable control and occurring without its fault or negligence including, but not limited to, fire, acts of God, wars, governmental action, terrorism, epidemic, pandemic, weather, other threats to the safety of participants, national emergencies, or any other event beyond Hockaday's control. If such an event occurs, I acknowledge and agree that my obligations under this Contract, including my financial obligations outlined in this Contract, shall continue and Hockaday's duties and obligations may be modified, suspended, or postponed until such time as Hockaday, in its sole discretion, may safely resume operations. I acknowledge and agree that the sole financial remedy for a *force majeure* event is future service delivery and not a financial refund. Hockaday may, at its option, and in its sole discretion, alter the Program's schedule.

Additional Terms. This Contract, and all rights and obligations provided for herein, shall be governed by the laws of the State of Texas without regard to conflict of law principles. Any dispute arising out of this Contract or otherwise between Hockaday and me must be heard exclusively in the state or federal courts located in the State of Texas. If any portion of this Contract is found to be unenforceable or illegal, the remainder of this Contract shall still be valid and enforceable to the fullest extent permitted by law. This Contract is the entire agreement of the parties relating to the Participant's enrollment in the Program, and I acknowledge that I am not relying on any other verbal or written agreements. This Contract may not be amended or modified except in a written document signed by all parties that expressly acknowledges such amendment or modification. Multiple copies of this Contract may be signed, all of which shall constitute one and the same agreement. I understand that certain provisions of this Contract survive termination of the Contract. I understand and agree that this Contract is a binding and enforceable legal obligation and that Hockaday may bring a civil action to enforce the obligation. In such an event, I agree that I shall be liable for and shall pay to Hockaday, its costs, including, but not limited to, reasonable attorneys' fees, in bringing and prosecuting the enforcement action, in addition to any other amounts that I may owe Hockaday by way of judgment, settlement, or otherwise.

Signature. By signing below, I acknowledge that I have read this Contract and understand and accept all of its terms and conditions. I understand that this Contract may be electronically signed, and by indicating my assent below, I am agreeing to the use of electronic signatures. I understand and agree that my electronic signature will have the same legal effect and validity as a written signature, and that this Contract is valid and will be given the same legal effect as a written and signed Contract. I understand that if I do not wish to sign this document

electronically, I can request a paper copy of this document from Hockaday, or I can print the document, sign it, and return it to Hockaday. I understand that I can withdraw my assent to electronic signatures at any time.

Authorization For Treatment. In case of a health problem or emergency, I authorize Hockaday's employees or representatives to administer first aid, CPR, the use of an AED, and other emergency care when necessary, and, when necessary: to transport the Participant to the nearest hospital emergency room; to order X-rays, routine tests, and treatment; and to release any records necessary for care or insurance purposes. I understand that Hockaday will, to the extent reasonably possible, consult with me concerning any medical care to be provided to the Participant. Absent my direct instructions, I hereby authorize Hockaday's employees or representatives to permit commencement of medical treatment or hospital care (including necessary transportation) when, in the judgment of the medical personnel involved, such treatment is medically necessary, even if I have not yet been consulted. In authorizing such emergency treatment, I agree to accept the determination of the treating medical personnel that the treatment or care rendered was medically necessary to protect the life, health, or mental well-being of the Participant. I hereby agree to bear all costs incurred as a result of the foregoing. I understand that I am responsible for the costs of medical care for the Participant while the Participant is enrolled in and attending the Program.

Parent/Legal Guardian #1 (Please Print)

Signature

Date

Parent/Legal Guardian #2 (Please Print)

Signature

Date

IN ORDER TO RESERVE A PLACE FOR THE PARTICIPANT, THIS SIGNED ENROLLMENT CONTRACT AND APPLICATION FEE MUST BE RECEIVED BY HOCKADAY AT THE TIME OF REGISTRATION.

Accepted on behalf of The Hockaday School

[Insert Name of Signatory, Title]

Signature

Date