



**4POINTS ACADEMY LLC & IQEST GLOBAL ENRICHMENT CENTER LLC**  
**Release of Liability and Assumption of Risk and Indemnity Agreement**



In order to participate in and/or by registering for one of the programs, classes, camps, etc. (collectively *Activities*) hosted by, at, in, or around the *Center* (inclusive of the interior spaces, classrooms, exterior spaces, outdoor playground areas and other areas) and/or other locations in/at which one or more of the *Activities* are held by one or both of 4Points Academy LLC & IQuest Global Enrichment Center LLC (collectively the *Companies*), all participants (and their parents or legal guardians, if applicable) expressly agree to the following:

**Waiver of Liability:** As an adult participant or the legal parent or guardian of the non-adult participant, I am aware that despite the best of intentions, injuries may occur while participant is participating in and/or present at the *Activities* held by the *Companies*. I understand that while the *Companies* strive to foster safe habits and practices, children can present dangers to themselves or others and that accidents can happen. In the case of accident or sickness, the *Companies* have my permission to secure such medical attention for my child as is deemed necessary. All expenses will be the responsibility of, and shall be paid for by, the parents or guardians. I hereby give my consent for the participant to join in all activities and engage in interactions with fellow students and directors/teachers/staff/guides/artists/invited guests at *Companies*. I and my representatives hereby agree to waive any right to seek compensation or other redress for damages sustained by the participant's engaging in the *Activities*, at any time and for any reason, and to release *Companies*, their officers, directors, staff, experts, teachers, assistants and representatives from any and all claims of responsibility. *The Companies reserves the right to dismiss a student whose conduct is dangerous, illegal, or unsatisfactory at the discretion of the Director, or whose conduct is disruptive and/or detrimental to the Center and/or other students. No refunds are given for dismissed students.*

**Assumption of Risk:** I further acknowledge and agree that I understand the nature of the *Companies* and the *Activities*; that the Participant is qualified, in good health, and in proper physical condition to participate therein; that there are certain inherent risks and dangers associated with the *Activities*; and that except as expressly set forth herein, I knowingly and voluntarily accept, and assume responsibility for each of these risks and dangers that could occur during Participant's participation in the *Activities* at *Companies*.

**Release and Waiver:** As the participant and/or the parent or authorized legal representative of participant, I hereby RELEASE, WAIVE, DISCHARGE the *Companies* and/or their officers, directors, employees, staff, teachers, and/or guides (collectively, the "*Releasees*") from and COVENANT NOT TO SUE for any liability resulting from any personal injury, accident or illness (including death), and/or property loss, however caused, arising from, or in any way related to, Participant's participation in the *Activities*.

**Indemnification and Hold Harmless:** I also hereby agree to INDEMNIFY, DEFEND AND HOLD the *Releasees* HARMLESS from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities including, but not limited to, attorney's fees, arising from, or in any way related to, Participant's participation in the *Activities*.

**Media Release:** I also agree and consent to the use of any pictures of the Participant taken while participating in the *Activities* and/or while at the *Center* to be used in marketing or promotion materials, such as on the website and/or in published newsletter of the *Companies*.

**No Weapons Policy:** The use or possession of any weapons is strictly prohibited from the *Center*. It is a violation of the *Companies'* Weapons Policy for any person including students, employees and visitors who possess or carry whether openly or concealed any weapons on premise. The term "weapon" includes but is not limited to the following: any firearm, gun, rifle, pistol, bb gun, stun gun, slingshot, razors, nun chucks, grenades, knives, etc. Any person violating this policy shall be disciplined at the discretion of the *Companies* administration and reported to local authorities. If convicted, the individual may face felony charges and prison time as punishable by law.

**Acknowledgment of Understanding:** By participating in the *Activities*, I represent that I, as the Participant and/or legal representative of the Participant, have read and fully understand the media release, no weapons policy, the assumption of risk, release and waiver of liability, and indemnity agreement, have had the opportunity to ask questions about the same, and have agreed to the terms therein.