

2024 Eno Arts Mill Summer Camp Release Form

Liability Release (required)

In consideration of my/my child's participation in the aforementioned Orange County Arts Commission (OCAC), Orange County Arts Commission (OCAA), Eno Arts Mill (EAM) program or activity, I hereby release and discharge OCAC, OCAA, EAM and any and all employees or agents thereof from all claims of any kind or nature whatsoever arising out of actions of the above said employees or agents. To the extent allowed by law, I also consent to the transportation of myself/my child by above said employees or agents to and from such programs or activities conducted as part of this OCAC, OCAA, EAM program. I have informed OCAC, OCAA, EAM staff of any physical and/or cognitive conditions that may hinder my/my child's participation in or enjoyment of the program or activity. I further understand that general liability insurance coverage is not provided by OCAC, OCAA, EAM or any sponsoring agent.

Parent/Guardian Initials _____

Photo/Publicity Waiver (required)

OCAC occasionally takes photographs of classes for use in publicity. Therefore, I grant OCAC permission to photograph and/ or record me or my child's likeness and voice using video, audio, photographic, digital, electronic or any other medium (collectively referred to as "the recordings") as part of my participation in classes or camps. I acknowledge that all rights, title, and interest to the recordings will belong to the OCAC. The OCAC may also use, reproduce, exhibit or distribute in any medium (e.g. print publications, online, podcasts, transcripts, social media) these recordings for any purpose that OCAC and those acting pursuant to its authority, deem appropriate, including promotional or advertising efforts. Participants can opt out of photos.

Parent/Guardian Initials _____

Release, Indemnification, and Hold Harmless Agreement (required)

In consideration for being permitted to utilize the facilities, services, and programs of the Orange County Arts Commission (OCAC), Orange County Arts Alliance (OCAA), Eno Arts Mill (EAM) (hereinafter referred to as "OCAC, OCAA, EAM") and any participation in any program affiliated with OCAC, OCAA, EAM, without respect to location, I, for myself and any personal representatives, heirs, dependents and next of kin, hereby acknowledge and agree to the following while at or on OCAC, OCAA, EAM premises, regardless of location:

1. I have inspected, or immediately upon entering or participating will inspect and carefully consider, OCAC, OCAA, EAM premises, facilities and any program and entering and remaining or participating constitutes an acknowledgement that I find and accept the facility and any program as being safe and reasonably suited for the purpose of observation, use, or participation.
2. I hereby release, save, and hold harmless OCAC, OCAA, EAM, its directors, officers, employees, and agents (hereinafter referred to as "Releasees") and each of them from any loss, liability, damage, or cost that I may incur due to my or my dependent's presence, upon, or about the OCAC, OCAA, EAM premises or in any way observing or using any facilities or equipment of OCAC, OCAA, EAM or participating in any program affiliated with OCAC, OCAA, EAM.
3. I acknowledge that participation in OCAC, OCAA, EAM activities or facilities involves known and unanticipated risks which could result in injury, paralysis or permanent disability, death, and property damage. I hereby assume full responsibility for the risk of any injury, paralysis, disability, death, or property

damage or loss while in, about, or upon the premises of OCAC, OCAA, EAM or location of a program affiliated with OCAC, OCAA, EAM and release, waive, and covenant not to sue the Releasees. I understand and accept all such risks as may be present or become present at any OCAC, OCAA, EAM facility or any program in which I or my dependent's may participate.

4. I hereby agree that my or my dependent's participation in these activities or facilities is voluntary, and we elect to participate despite the risks. If at any time I believe that event conditions are unsafe or that I or my dependent are unable to participate due to physical or mental conditions, I will immediately discontinue participation for myself or my dependent. I represent that in being at any OCAC, OCAA, EAM facility or participating in any OCAC, OCAA, EAM program neither I nor my dependent have any medical or physical conditions which could interfere with our safety or the safety of any third party.
5. I represent that I have adequate insurance to cover any injury or damage I or my dependent may suffer or cause while participating in this activity or else I agree to bear the costs of such injury or damage myself and I agree to defend and indemnify the Releasees from and against any and all liability, damage, loss, or expense (including reasonable attorneys' fees and all litigation costs) arising from or in connection with my or my dependent's presence at or use of any OCAC, OCAA, EAM facility or my or my dependent's participation in any program together with any third party claims, suits, actions, demands, or judgments under any theory of liability (including without limitation actions in the form of tort, warranty, or strict liability) resulting from or arising out of my or my dependent's presence at or use of any OCAC, OCAA, EAM facility or my or my dependent's participation in any program.
6. I hereby agree that OCAC, OCAA, EAM may photograph or capture video or audio or both of me or my dependent while participating in an OCAC, OCAA, EAM activity or program or while at or on OCAC, OCAA, EAM premises or on any other affiliated OCAC, OCAA, EAM property and OCAC, OCAA, EAM may use those photographs video, or audio for its marketing purposes and any governmental purpose and further agree to release both OCAC, OCAA, EAM and Releasees from any claim, damage, cost, or liability related to that use; waiving all claims for myself, my child and any and all heirs, dependents and next of kin. I agree to defend and indemnify the Releasees from and against any and all liability, damage, loss, or expense (including reasonable attorneys' fees and all litigation costs) arising from or in connection with such use of photographs, video, or audio together with any third party claims, suits, actions, demands, or judgments under any theory of liability (including without limitation actions in the form of tort, warranty, or strict liability) resulting from or arising out of such use of photographs, video, or audio.
7. I understand that the Releasees do not have medical personnel available at the location of the OCAC, OCAA, EAM facilities and programs. I hereby grant the Releasees permission to administer first aid or to authorize emergency medical treatment or transport, if reasonably necessary, and fully consent to such first aid, reasonable emergency medical treatment, or transport for myself and my dependent. I understand and agree that any such action by the Releasees shall be subject to the terms of this Release, Indemnification, and Hold Harmless Agreement ("Agreement"), including any liability arising from the negligence of the Releasees when administering first aid or authorizing others to do so and any related transportation. I understand and agree that the Releasees do not assume responsibility for any injury or damage which might arise out of or in connection with such authorized first aid, emergency medical treatment, or transportation.
8. I expressly agree that this AGREEMENT is intended to be as broad and inclusive as is permitted by the law of the State of North Carolina and that if any portion hereof is held invalid the remaining portions shall remain in full legal force and effect.
9. I understand and acknowledge that any dispute arising out of the terms of this Agreement must be brought in the North Carolina General Court of Justice sitting in Orange County, North Carolina.
10. I HAVE READ AND VOLUNTARILY SIGN AND AGREE TO THIS AGREEMENT, and further agree that no oral representations, statements, or inducement apart from the foregoing written Agreement have been made.

Parent/Guardian Initials_____

