

OSCA - Release of Liability and Medical Waiver



Preamble

In exchange for participation in the activities organized by Oregon Space Camp Adventure ("Activity") organized by Oregon Space Camp Adventures, of 22982 SW Hosler Way, Sherwood, Oregon, 97140 and use of the property, facilities, and services of Oregon Space Camp Adventures, I (Guardian) agree for myself and for a minor child/children ("Camper") for which I am the legal Guardian, to the following:

AGREEMENT TO FOLLOW DIRECTIONS: Camper/Guardian agrees to observe and obey all posted rules and warnings and further agree to follow any oral instructions or directions given by Oregon Space Camp Adventures its employees, chaperones, representatives, or Oregon Space Camp Adventures agents and sub-contractors.

ASSUMPTION OF THE RISKS AND RELEASE: Camper/Guardian recognizes that there are certain inherent risks associated with the above-described activity. Guardian assumes full responsibility for personal injury to Camper/Guardian and further releases and discharges Oregon Space Camp Adventures; its employees, volunteers, officers, and agents for injury, loss, or damage arising out of Camper/Guardian's use of or presence upon the facilities of Oregon Space Camp Adventures, its agents, subcontractors, whether caused by the fault of the Camper/Guardian, Oregon Space Camp Adventures or other third parties.

INDEMNIFICATION: Guardian agrees to indemnify and defend Oregon Space Camp Adventures against all claims, causes of action, damages, judgments, costs, or expenses, including attorney fees, tort, and other litigation costs, which may in any way arise from Camper/Guardian's use of or presence upon the facilities of Oregon Space Camp Adventures, partners and agents.

CONSENT: Guardian, the undersigned, consents to the Camper/Guardian's participation in the activity and agrees on behalf of the Camper/Guardian to all of the terms and conditions of this Agreement. By signing this Release of Liability and Medical Consent, I represent that I have legal authority over and custody of the Camper and that the medical information identified in this document is correct.

MEDICAL AUTHORIZATION: In the event of an injury to the Camper, Guardian gives permission to Oregon Space Camp Adventures or to the employees, representatives, or agents of Oregon Space Camp Adventures to arrange for all necessary medical treatment for which Guardian shall be financially responsible. Oregon Space Camp Adventures will always attempt to contact the emergency contact identified in this Agreement prior to authorizing any medical procedure if time and circumstance permit. This temporary authority will begin at the time of departure for the trip. It will end when the parent/guardian takes custody of the Camper or after the end of the trip, whichever occurs first. Oregon Space Camp Adventures shall have the following powers:

- The power to seek appropriate medical treatment or attention on behalf of my child as may be required by the circumstances, including without limitation, that of a licensed medical physician and/or a hospital; and
- The power to authorize medical treatment or medical procedures in an emergency situation; and
- The power to make appropriate decisions regarding clothing, bodily nourishment, and shelter.

EARLY REMOVAL FROM SPACE CAMP: The Guardian of the Camper understands and agrees that if the Camper is removed from Space Camp for any

reason that the Guardian is responsible for picking up their Camper in Huntsville, AL or arranging for un-accompanied minor transport on an airline at their costs. OSCA will care for the Camper and see to their housing, nutritional and health needs until the Guardian can take custody of the Camper or until the OSCA has turned over custody of the Camper to an airline that the Guardian has arranged for unaccompanied minor travel with. OSCA will coordinate with the Guardian on travel and logistical arrangements. Guardian releases OSCA and its legal representatives from liability related to the Camper's early release from camp and travel to and from Space Camp.

PHOTO RELEASE: Guardian grants permission to OSCA, its agents, and its employees the irrevocable and unrestricted right to produce photographs and video taken of my child, myself, and members of my family during an Oregon Space Camp Adventures event for any lawful purpose including publication, promotion, illustration, advertising, trade, or historical archive in any manner or in any medium by OSCA. Guardian releases OSCA and its legal representatives from liability for any violation or claims relating to said images or video.

APPLICABLE LAW: Any legal or equitable claim that may arise from participation in the above shall be resolved under Oregon law.

NO DURESS: Guardian agrees and acknowledges that Guardian is under no pressure or duress to sign this Agreement and that Guardian has been given a reasonable opportunity to review it before signing. Guardian further agrees and acknowledges that I am free to have my own legal counsel review this Agreement if I so desire.

ARM'S LENGTH AGREEMENT: This Agreement and each of its terms are the product of an arm's length negotiation between the Parties. In the event, any ambiguity is found to exist in the interpretation of this Agreement, or any of its provisions, the Parties, and each of them, explicitly reject the application of any legal or equitable rule of interpretation which would lead to a construction either "for" or "against" a particular party based upon their status as the drafter of a specific term, language, or provision giving rise to such ambiguity.

ENFORCEABILITY: The invalidity or unenforceability of any provision of this Agreement, whether standing alone or as applied to a particular occurrence or circumstance, shall not affect the validity or enforceability of any other provision of this Agreement or of any other applications of such provision, as the case may be, and such invalid or unenforceable provision shall be deemed not to be a part of this Agreement.

DISPUTE RESOLUTION: The parties will attempt to resolve any dispute arising out of or relating to this Agreement through friendly negotiations amongst the parties. If the matter is not resolved by negotiation, the parties will resolve the dispute using the below 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 law.

Release of Liability and Medical Waiver (Continued)

CAMPER INFORMATION:

Camper One Name: _____
 Covid Vaccination Status: _____
 Campers Cell: _____



(Please provide a photocopy of the vaccination card to OSCA)

Camper One Name: _____
 Covid Vaccination Status: _____
 Campers Cell: _____



(Please provide a photocopy of the vaccination card to OSCA)

Camper One Name: _____
 Covid Vaccination Status: _____
 Campers Cell: _____



(Please provide a photocopy of the vaccination card to OSCA)

EMERGENCY CONTACT: In case of an emergency, please call: (Emergency contact must have the legal authority to authorize medical care for the Camper.)

Name: _____
Relationship: _____
Email: _____
Cell: _____
Home: _____
Work: _____

I HAVE READ THIS DOCUMENT AND UNDERSTAND IT. I FURTHER UNDERSTAND THAT BY SIGNING THIS RELEASE, I VOLUNTARILY SURRENDER CERTAIN LEGAL RIGHTS.

Legal Guardian Printed Name: _____

Legal Guardian Signature: _____

Date: _____