

Greenbriar School Program Agreement and Release of Liability

On behalf of everyone at Greenbriar School, welcome and thank you for joining us! This document was created to give you some essential information about the policies and expectations of Greenbriar School. Greenbriar School reserves the right to modify policies without prior notice, so we encourage you to take the time to read through it and refer back to it as questions arise. Please don't hesitate to contact a Greenbriar School staff member if you have questions.

We want each and every parent/guardian and student to have a safe, healthy and fulfilling experience when serving our you and our broader community and we look forward to you!

PARENT/STUDENT AGREEMENT AND RELEASE OF LIABILITY

This Agreement and Release of Liability (this "Release") is executed by the undersigned parent(s)/student(s) (and, if the undersigned is less than 18 years of age, the undersigned student's parent or guardian) as of the date indicated below in favor of Marsalom nc Inc., a Texas nonprofit corporation and Greenbriar School, each of Marsalom Inc./Greenbriar School's directors, officers, faculty, staff, and employees and each of the other Released Parties described in paragraph 2 of this Release. . Please read each section carefully and sign and date this Release where indicated. Your signature below constitutes your irrevocable and unconditional consent to the entirety of this Release. A signed and dated copy of this agreement is required for participating as a student at Greenbriar School.

1. Assumption of Risks. I am aware that by participating in the Greenbriar School Program as a parent and/or student, I may be exposed to personal injury, illness, death or damage to my property as a result of my activities, the activities of other staff or the conditions under which I participate. I further understand and agree that by participating in the Program, that I may become exposed to dangers of the property and forest including but not limited to: falling trees, wild animals, poisonous snakes, a creek; there is a playground with slides, merry-go-round, a zip-line, trampoline, and a swimming pool; there are some remnants of old buildings, and buildings that have not been inhabited for some time, it is encouraged to stay within the school area and never swim without an adult. With knowledge of these risks, I agree to accept any and all risks of personal injury, illness, death or damage to my property related to or arising out of my participation in the Greenbriar School Program. I further assume the complete risk of any activity done (or not done) by me in violation of any rule or directive or instruction related to the Program.

2. I agree: (a) Not to participate in the Program if I have had a body temperature of 100.4 degrees or higher during the previous 14 days or have suffered any symptoms of the COVID-19 virus, the flu, or the common cold; (b) To have my body temperature taken with a non-contact thermometer as a condition to entering the School premises and will immediately exit the School premises if my body temperature is 100.4 degrees or higher; (c) To comply with all management, sanitation and cleanliness and "social distancing" rules, policies and guidelines established by Greenbriar School that are

applicable to the Program, including with respect to hand washing, wearing a protective face mask/covering and gloves(when necessary or required), and using my best efforts to maintain an appropriate distance from others; and(d) That I am participating in the Program at my own risk and may be exposed to persons carrying or who exhibit symptoms of the COVID-19 virus, have voluntarily assumed such risk and have waived and released any and all claims related to the foregoing under paragraph 3 of this Release.

3. Release. In consideration of the opportunity afforded me to participate in Greenbriar School Program, I, on behalf of myself and my successors, assignees, heirs, guardians and legal representatives, hereby irrevocably and unconditionally (a) waive and release any and all claims for personal injury, illness, death or damage to property and any and all claims that arise on account of any first aid, treatment or service rendered to me, in each case, related to or arising out of my participation in the Program (collectively, the “Released Claims”) against Greenbriar School’s respective directors, officers, volunteers, staff, residents or agents, any financial or in-kind sponsor of the Program, any supplier of any materials or equipment that are used during the Program, any other person or service recipient participating in the Program or any recipient of the benefits of the Program (collectively, the “Released Parties”); and (b) agree not to assert or prosecute (or assist any other person or entity in asserting or prosecuting) any Released Claim against any Released Party. I understand and agree that no Released Party assumes any responsibility for or obligation to provide financial or other assistance, including but not limited to medical, health and/or life insurance with respect to any Released Claim.

4. Media/Video/Photo Release. I hereby (a) grant Greenbriar School the irrevocable and unrestricted world-wide right and permission (with the unrestricted right to make further grants of such right and permission to Greenbriar School’s affiliated organizations and other persons or entities acting with Greenbriar School (or any of its affiliated organizations’) authority and/or permission (collectively, “Sub-Grantees”)) to copyright in Greenbriar School’s (or any applicable Sub-Grantee’s) name or otherwise, and use, re-use, produce, reproduce, publish, store, distribute, re-distribute, transmit, retransmit and display my name, photographic, video, audio or other recordings of images of my likeness and/or statements by me, in or through any form of media now or hereafter known for illustration, promotion, art, editorial, advertising, trade, signage, internet, electronic commerce or any other purpose whatsoever; (b) irrevocably and unconditionally waive, on behalf of myself and my successors, assignees, heirs, guardians and legal representatives, any rights to royalties, proceeds or other amounts payable with respect to any of the foregoing and (c) consent to Greenbriar School’s or any such Sub- Grantee’s making of any such photographic, video, audio or other recordings in connection with my participation in the School Program. I hereby release, discharge and agree to indemnify and hold harmless Greenbriar School, any Sub-Grantee and Greenbriar School’s and any Sub-Grantee’s respective directors, officers, employees and agents from and against any liability related to or arising out of any blurring, distortion, alteration, optical illusion or use in whole, part or composite form, whether intentional or otherwise, that may occur or be produced in the taking of any such photographic, video, audio or other recording or in any subsequent processing thereof, as well as any publication thereof, including without limitation any claims for libel or invasion of privacy.

agree disagree *initial* X_____

5. Code of Conduct. I hereby acknowledge and agree that, in connection with my participation in the Greenbriar School Program, I will:

- a. Treat others with respect, courtesy, and dignity, including by refraining from using language and actions contrary to Greenbriar School’s expectations;
- b. Obey all local, state, and federal laws and respect local customs, culture and practice;
- c. Refrain from sexual harassment, consisting of, but not limited to, unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature (and I understand that any such actions will not be tolerated in any manner in connection with the Program and will result in my immediate removal from the Program and all related activities);
- d. Refrain from taking any action that endangers myself or others;
- f. Respect at all times the facilities, equipment, rooms, buildings, and surroundings related to the Program;
- e. Become familiar with the rules, regulations and safety guidelines issued by the manufacturer or seller of any tool, product, or material used by me during the course of the Program and not violate such rules, regulations and safety guidelines; and
- f. Immediately report accidents, injuries, and illnesses to the School management.

6. Governing Law and Severability. I (a) acknowledge that this Release is intended to be interpreted as broadly and inclusively as permitted by the laws of Texas, (b) agree that this Release shall be governed by the internal laws of Texas and (c) agree that if any clause or provision of this Release is held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Release, which shall continue to be enforceable.

7. Knowing and Voluntary Execution. I HAVE CAREFULLY READ THIS RELEASE AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A CONTRACT AND A RELEASE OF LIABILITY BETWEEN MYSELF AND MARSALOM INC./GREENBRIAR SCHOOL AND THE OTHER RELEASED PARTIES DESCRIBED IN THIS RELEASE AND I SIGN IT OF MY OWN FREE WILL.

Parent/Guardian Signature(s)

Date

Minor Student Names
