



CAMP KTC / MACHANE MIAMI 2027

WAIVER OF LIABILITY, ASSUMPTION OF RISK & MEDICAL AUTHORIZATION

Camp Event Sponsor: Machane Miami LLC (CAMP KTC)

Camp Event Site: Various locations throughout Florida, including but not limited to Orlando, Miami, Tampa, Williston, and surrounding areas.

Camp Event Dates: June 2027 – August 2027

Child's Name:

(hereinafter "Child")

IMPORTANT NOTICE

THIS DOCUMENT IS A RELEASE AND WAIVER OF LIABILITY BY YOU ON BEHALF OF BOTH YOURSELF AND YOUR CHILD, AN ASSUMPTION OF RISK BY YOU ON BEHALF OF BOTH YOURSELF AND YOUR CHILD, AN INDEMNITY AND AGREEMENT TO HOLD HARMLESS BY YOU PERSONALLY ON YOUR OWN BEHALF AND YOUR CHILD'S.

IT IS A LEGALLY BINDING AGREEMENT THAT YOU, ON BEHALF OF BOTH YOURSELF AND YOUR CHILD, ASSUME CERTAIN RISKS AND RELEASE AND WAIVE LIABILITY THAT YOU, YOUR CHILD, OR YOUR CHILD'S FAMILY OR HEIRS MIGHT HAVE AGAINST THE CAMP EVENT SPONSOR AND/OR THE OWNER OF THE PROPERTY ON WHICH THE CAMP EVENT WILL TAKE PLACE.

Please read this Waiver carefully and completely before signing.

Acknowledging that public health risks and other hazards may exist, and in consideration of being permitted to participate in **Summer Camp 2027** operated by Machane Miami LLC (hereinafter "Machane Miami"), and all related activities (the "Camp Event"), including but not limited to climbing, rope activities, swimming, sporting, social and recreational events, travel, camping, and other activities (collectively, the "Activities"), I hereby, for my Child, myself, and our respective heirs, representatives, and assigns, agree to the following:

1. PARENT/GUARDIAN AUTHORITY

I hereby represent and warrant that I am a custodial parent or legal guardian of the Child and have the full power and authority to enter into this Waiver on behalf of the Child.

2. RELEASE AND WAIVER OF LIABILITY

On behalf of the Child and myself, I hereby forever release, waive, and discharge Machane Miami LLC and its affiliates, owners, employees, volunteers, counselors, directors, officers, agents, and representatives (collectively, the "Camp Event Sponsor") from any and all claims, demands, and causes of action arising from or relating to personal injury, illness, property loss, or death occurring during or as a result of participation in the Camp Event or travel to and from Camp sites, to the fullest extent permitted by law.

3. ASSUMPTION OF RISK

The injuries referenced above include, but are not limited to, injuries related to the contraction or transmission of contagious diseases, including COVID-19 and other illnesses, the effects of physical exertion, accidents, travel, and participation in activities that carry inherent risk.

I acknowledge that participation in Camp activities may involve risks of serious injury, permanent disability, illness, or death.

I voluntarily assume these risks on behalf of myself and my Child.

4. CAMP PERSONNEL AND PROPERTY OWNERS

This Waiver applies equally to any agents, affiliates, employees, counselors, volunteers, or representatives of the Camp Event Sponsor and any owners, operators, lessors, or other parties responsible for properties visited or used during the Camp.

5. ACTIVITIES AND INHERENT RISKS

I understand and voluntarily accept the inherent risks involved in participation in the following activities, which may include close physical contact, physical exertion, aquatic risks, transportation risks, weather-related risks, equipment-related hazards, and facility-related hazards.

Water and Theme Parks

- H2O Water Park
- Aquatica
- SeaWorld
- Disney
- Universal
- Fun Spot
- Funtastik Depot
- Kissimmee Water Park
- Encore Water Park
- Villatel Water Park
- Other water parks and aquatic facilities

Zoos, Safaris, and Nature Reserves

- Florida Safari
- Everglades

- Gatorland
- Shark Wake Park
- Tibet-Butler Preserve
- Kelly Park
- Wekiwa Springs State Park
- Rainbow Springs
- Mermaid Springs
- Other springs, nature reserves, and outdoor locations in the area

Science and Educational Centers

- Sea Life Aquarium
- Orlando Science Center
- Kennedy Space Center
- Crayola Experience
- Holocaust Memorial
- Orlando Fire Museum
- Orlando Eye
- ICON Park
- Other educational and cultural attractions

Recreational Parks and Natural Springs

- Wekiwa Springs
- Kelly Park / Rock Springs
- Devils Den
- Juniper Springs
- Blue Spring
- Ginnie Springs
- Rainbow Springs
- Cedar Lakes Woods and Gardens
- Silver Springs
- Other recreational parks and natural springs

Biking and Outdoor Adventure

- West Orange Trail
- Orlando Tree Trek
- Paddle boarding
- Tubing
- Snorkeling
- Airboat rides
- Hiking
- Other outdoor adventure activities

Entertainment and City Attractions

- CityArts
- Old Town
- Disney Springs
- Universal CityWalk
- ICON Park
- Lincoln Road
- Dezerland Park
- Walt Disney World
- Universal Studios
- Other entertainment and city attractions

Creative and Performance Activities

- Pottery studio activities
- Scavenger hunts
- Color War activities
- Music
- Dance
- Arts and crafts
- Sports competitions
- Creative workshops
- Other camp activities

Overnight Camping and Transportation

Overnight camping and transportation between cities, including Orlando, Tampa, Miami, and surrounding areas.

I understand that the activities listed above are examples and that Machane Miami LLC may modify, add, or substitute activities based on weather, availability, safety, scheduling, or other circumstances.

6. VOLUNTARY ASSUMPTION OF RISK

I have reviewed the safety protocols and am satisfied with the measures taken by Machane Miami LLC.

I voluntarily assume all risks on behalf of my Child, including known and unknown risks associated with travel, transportation, physical activities, swimming and aquatic activities,

outdoor activities, overnight stays, accidents, illness, and potential exposure to contagious diseases.

7. INDEMNIFICATION AND HOLD HARMLESS

I agree to fully indemnify and hold harmless the Camp Event Sponsor and all related entities, to the fullest extent permitted by law, from liability, claims, costs, legal fees, damages, or expenses resulting from my Child's participation in the Camp Event, including claims related to illness, injury, property damage, or other loss.

8. SEVERABILITY

If any portion of this indemnity or Waiver is held to be void, invalid, or unenforceable, it shall be limited or modified to the extent allowed by law, and the remainder of the Waiver shall remain in full force and effect.

9. AGREEMENT NOT TO SUE

To the fullest extent permitted by law, I agree not to file or support any lawsuit or claim against the Camp Event Sponsor or property owners arising from my Child's participation in the Camp Event, except for claims that cannot legally be waived.

10. ENTIRE AGREEMENT

This Waiver constitutes the entire agreement between the parties regarding the matters addressed herein.

Any modification must be in writing and signed by the appropriate parties. No oral statements or representations can alter the meaning of this Waiver.

11. GOVERNING LAW

This Waiver shall be governed by applicable laws of the State of Florida and the State of New York, as applicable.

If any provision is deemed invalid or unenforceable, the remaining provisions shall remain in full force and effect to the fullest extent permitted by law.

12. TUITION, FLIGHTS & REFUND POLICY

CAMP TUITION: \$4,300 PER CAMPER

The total tuition for **Machane Miami / Camp KTC Summer 2027** is **\$4,300 per camper**.

The **\$4,300 camp tuition does NOT include airfare**.

Flights to and from Florida are the responsibility of the parent/guardian and are separate from camp tuition.

Parents/guardians are responsible for purchasing and/or arranging their Child's airfare according to the flight information and requirements provided by Machane Miami LLC / Camp KTC.

NO-REFUND POLICY

I acknowledge and agree that all tuition and fees paid to Machane Miami LLC for **Summer Camp 2027** are **NON-REFUNDABLE**.

No refunds will be provided for:

- Cancellation
- Change of plans
- Failure to attend camp
- Late arrival
- Early departure
- Illness
- Injury
- Travel changes
- Flight changes or cancellations
- Dismissal from camp
- Homesickness
- Failure to complete the camp session
- Any other reason, except where otherwise required by applicable law

I understand that airfare is separate from camp tuition and that **Machane Miami LLC / Camp KTC is not responsible for airline fees, airfare changes, cancellations, delays, or other airline-related expenses.**

By signing below, I acknowledge that I understand the **\$4,300 tuition is non-refundable and does not include flights.**

13. LEGAL AGREEMENT

I understand that this Waiver is a binding legal agreement.

I acknowledge that I have been advised to seek independent legal counsel and have had the opportunity to do so before signing this document.

14. OVER-THE-COUNTER MEDICATION AUTHORIZATION

I authorize and give permission for Machane Miami LLC and/or designated camp staff to administer appropriate over-the-counter medication to my Child if needed and in accordance with applicable camp policies and applicable law.

☐ **YES, I GIVE PERMISSION**

☐ **NO, I DO NOT GIVE PERMISSION**

Parent/Guardian Initials: _____

15. SLEEPING ARRANGEMENTS CONSENT

I understand that Machane Miami may use a variety of sleeping arrangements depending on the lodging facility and room configuration.

Rooms may include:

- King beds
- Two queen beds
- Two twin beds
- Two double beds
- Bunk beds
- Other standard sleeping arrangements

I understand that when a bed is large enough to accommodate two campers, **two girls may be assigned to share the bed.**

By signing this Waiver, I acknowledge that I have been informed of this possibility and give my consent for my Child to participate under these sleeping arrangements.

I understand that sleeping arrangements may vary based on hotel or lodging availability and that Machane Miami LLC will make reasonable efforts to provide appropriate accommodations.

16. INFORMED CONSENT AND LIABILITY RELEASE

I give permission for my Child to participate in all Machane Miami LLC activities and agree to release Machane Miami LLC, its staff, counselors, directors, employees, volunteers, agents, and affiliates from liability to the fullest extent permitted by law.

Informed Consent and Assumption of Risk

I grant permission for my Child to participate in all activities organized and conducted by Machane Miami LLC during the selected camp session.

In consideration of my Child's acceptance and participation in Machane Miami LLC, I knowingly and voluntarily assume responsibility for the risks, dangers, and hazards associated with camp activities.

I hereby release, waive, discharge, and agree to hold harmless Machane Miami LLC, including its directors, officers, employees, counselors, agents, volunteers, representatives, and affiliates, from any and all claims, liabilities, demands, or causes of action arising from or related to my Child's transportation to and from, participation in, or return from any camp-related activity or event, to the fullest extent permitted by law.

In the event my Child sustains any injury or illness, I expressly waive any claims against Machane Miami LLC, its staff members, affiliates, fellow participants, sponsoring organizations, advertisers, and, where applicable, the owners and lessors of any premises used for camp activities, except for claims that cannot legally be waived.

17. MEDICAL AUTHORIZATION AND EMERGENCY TREATMENT CONSENT

As the parent and/or legal guardian of the camper named above, I hereby authorize any licensed and qualified physician or medical professional to examine, diagnose, and provide necessary medical treatment to my Child in the event of an accident, injury, or medical emergency that, in the judgment of the attending medical professional, requires immediate care to prevent serious harm, permanent injury, disfigurement, or undue pain and suffering.

I grant permission for the administration of emergency medical care, including but not limited to:

- Medical examinations
- Medical procedures
- Minor surgical treatment
- Diagnostic testing
- X-ray examinations
- Immunizations
- Emergency transportation
- Other medically necessary treatment

as deemed necessary for my Child's health and safety.

In the event of a serious medical condition, major injury, or the need for significant medical intervention, I understand and agree that every reasonable effort will be made to contact me as promptly as possible.

This authorization shall remain valid if I cannot be reached after reasonable attempts have been made.

I further authorize Machane Miami LLC, including its directors, counselors, and staff members, to provide or arrange for emergency medical care and treatment for my Child prior to arrival at a medical facility when immediate action is required.

This consent and release are executed voluntarily and without duress, for the purpose of ensuring that appropriate medical care may be provided to my Child in emergency situations when I am unavailable, to protect my Child's health, safety, and well-being.

18. CAMP SESSIONS – SUMMER 2027

Session 1:

June _____, 2027 – July _____, 2027

Session 2:

August _____, 2027 – August _____, 2027

Selected Session:

☐ Session 1

☐ Session 2

19. GENERAL CAMP POLICIES

I understand and agree to the following:

- There are **no refunds for late arrival, early departure, illness, cancellation, dismissal, or failure to attend camp**, except where otherwise required by applicable law.
 - Camp activities and schedules may change due to weather, safety concerns, facility availability, transportation issues, or other circumstances.
 - Campers are expected to follow all rules and instructions provided by Machane Miami LLC and its staff.
 - Parents/guardians are responsible for providing accurate and complete medical, emergency contact, and other required information.
 - Parents/guardians are responsible for ensuring that their Child arrives at and departs from the designated airport and/or meeting location according to the instructions provided by Camp KTC.
 - Airfare is **not included** in the \$4,300 camp tuition.
 - Any dispute arising from the Camp Event or this agreement will be addressed directly with the appropriate parties and, where applicable, brought directly to a Rav for guidance before pursuing other remedies, to the extent legally permissible.
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PARENT/GUARDIAN ACKNOWLEDGEMENT

I affirm that I have read this Waiver carefully and completely.

I understand the risks associated with my Child's participation in Camp KTC / Machane Miami.

I understand that the **Summer 2027 camp tuition is \$4,300 per camper, that airfare is NOT included, and that tuition is NON-REFUNDABLE**, except where otherwise required by applicable law.

I understand that I am voluntarily giving permission for my Child to participate in the Camp Event and related activities.

I understand that I have had the opportunity to ask questions and seek independent legal counsel before signing this agreement.

By signing below, I acknowledge that I have read, understood, and voluntarily accept all terms contained in this Waiver.

CHILD INFORMATION

Child's Full Name:

Date of Birth:

Parent/Guardian Name:

Relationship to Child:

Parent/Guardian Phone Number:

Parent/Guardian Email:

Emergency Contact Name:

Emergency Contact Phone Number:

PARENT/GUARDIAN SIGNATURE

Name of Parent/Guardian (please print):

Relationship to Child:

Signature:

Date: