

SANDY HILL LLC INFORMED CONSENT AGREEMENT

Carefully read the following sections and provide the information below in the indicated spaces.

I UNDERSTAND THAT:

The program that I am attending will include both indoor and outdoor physical activities. Some of the activities may be similar to rock climbing and involve the use of harnesses, while others may include some lifting, stretching, and jumping. All activities are designed to be safe and engaging for a wide range of abilities. Each activity will be explained by program staff. I may choose to limit my participation as I feel appropriate, and that choice will always be respected.

- ❖ Parts of this program can be physically demanding
- ❖ The potential for injury exists even though safety systems are provided
- ❖ It is always my responsibility to limit my participation in any way I deem appropriate
- ❖ It is important to disclose all medical conditions and all physical activity concerns on the back of this form
- ❖ I cannot be under the influence of drugs or alcohol during the program, except for medication I have disclosed on the back of this paper

LIABILITY RELEASE

I understand that participation in Camp Activities and exposure to Camp Conditions, as hereafter defined, involve a risk of injury and illness due to certain inherent risks that cannot be eliminated regardless of the amount of care taken to avoid injuries and illnesses. I recognize that risks may arise from certain Camp Activities including but not limited to: ropes course, climbing, zipline, swimming, diving, water sports, land sports, archery, boating, banana boating, tubing, waterskiing, hiking, biking, and bus trips (collectively "Camp Activities"). Furthermore, while Sandy Hill takes great care to maintain a safe and healthy environment for all participants, I may be exposed to certain naturally occurring conditions incident to Camp Activities, including but not limited to: inclement weather conditions, plants, stinging and biting insects including mosquitoes, spiders, bees, wasps, ticks, lice, and bed bugs, falling trees, rugged terrain, waterborne pathogens in rivers and streams, and communicable diseases spread by virtue of communal living arrangements including but not limited to COVID-19 (collectively "Camp Conditions"). I understand these risks, and recognize that, despite safety precautions, Sandy Hill cannot guarantee that I will not be injured or will not become ill. I agree to assume these risks by attending and participating in these Camp Activities and being exposed to Camp Conditions. I hereby release, indemnify and hold harmless Sandy Hill LLC, Sandy Hill Holdings LLC, Eagle Point LLC, their members, officers, agents, guests and employees (collectively "Sandy Hill") from all claims, actions, causes of action, or liability for damage, injury, death or illness to me or my property relating to or deriving from my presence at Sandy Hill or participation in Camp Activities and Camp Conditions incident to Camp Activities whether arising from an act or omission, negligent or otherwise, by Sandy Hill or otherwise to the fullest extent permitted by law.

PUBLICITY RELEASE

I give permission to Sandy Hill, without limitation or obligation, to make photographs, film footage, or tape recordings which may include my image, voice, or written comments for purposes of promoting Sandy Hill programs. This includes but is not limited to posting my image on an internet site. Sandy Hill will not post personally identifiable information such as my name with these photos. I release Sandy Hill from any claim or liability to these uses.

PERMISSION TO TREAT

I hereby give permission to the medical personnel selected by Sandy Hill to order X-rays, routine tests, or treatment; to release any records necessary for insurance purposes; and to provide or arrange necessary transportation for myself. I hereby give permission to the physician selected by Sandy Hill to secure and administer treatment, including hospitalization, for myself.

ARBITRATION

Any controversy or claim arising out of or relating to this agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules. I, the undersigned, hereby agree to submit to arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules. The place of the arbitration shall be the State of Maryland, and Maryland law shall apply. I further agree that I will faithfully observe this agreement and the rules, that I will abide by and perform any award rendered by the arbitrators, and that a judgment of any court having jurisdiction may be entered on the award. Arbitration shall be the sole and exclusive remedy of myself and the Camp. Myself and/or the Camp shall be responsible for its respective share of the arbitration fees in accordance with the applicable Rules of Arbitration. In the event either myself or the Camp fails to proceed with arbitration, unsuccessfully challenges the arbitrator's award, or fails to comply with the arbitrator's award, myself or the Camp, as the case may be, is entitled to costs of suit, including a reasonable attorney's fee for having to compel arbitration or defend or enforce the award. The Camp and myself waive all rights to have the dispute litigated in a Court or jury trial, and all judicial rights to discovery and appeal. The Camp and myself shall not disclose the existence, content, or results of any arbitration hereunder.

Participant Name (print legibly)

Signature of Participant

Date

SANDY HILL LLC INFORMED CONSENT AGREEMENT FOR MINORS

Carefully read the following sections and provide the information below in the indicated spaces.

I (AS A PARENT, CUSTODIAL PARENT, OR GUARDIAN OF THE CHILD NAMED BELOW) UNDERSTAND THAT:

I, as a parent, custodial parent, or guardian of all children named below ("the Child"), understand that participation in Camp Activities and exposure to Camp Conditions, as hereafter defined, involve a risk of injury and illness due to certain inherent risks that cannot be eliminated regardless of the amount of care taken to avoid injuries and illnesses. I recognize that risks may arise from certain Camp Activities including but not limited to: horseback riding (including the inability to predict a horse's reaction to sound, movements, objects or animals, and the inability to predict the hazards of surface/subsurface conditions), ropes course, climbing, zipline, swimming, diving, water sports, land sports, archery, boating, scuba diving, hiking, and biking (collectively "Camp Activities"). Furthermore, while the Camp takes great care to maintain a safe and healthy environment for all guests, the Child may be exposed to certain naturally occurring conditions incident to Camp Activities, including but not limited to: inclement weather conditions, plants, stinging and biting insects including mosquitoes, spiders, bees, wasps, ticks, lice, and bed bugs, falling trees, rugged terrain, waterborne pathogens in rivers and streams, and communicable diseases including but not limited to COVID-19 (collectively "Camp Conditions"). I understand these risks, and recognize that, despite safety precautions, the Camp cannot guarantee that the Child will not be injured or will not become ill. I agree to assume these risks by allowing the Child to attend an event at Sandy Hill, participate in these Camp Activities and be exposed to Camp Conditions. I hereby release, indemnify and hold harmless Sandy Hill LLC, Sandy Hill Holdings LLC, their members, officers, agents, guests and employees (collectively "Sandy Hill") from all claims, actions, causes of action, or liability for damage, injury, death or illness to me or my property relating to or deriving from the Child's presence at Sandy Hill or participation in Camp Activities and Camp Conditions incident to Camp Activities whether arising from an act or omission, negligent or otherwise, by Sandy Hill or otherwise to the fullest extent permitted by law.

The program that the Child is attending will include both indoor and outdoor physical activities. Some of the activities may be similar to rock climbing and involve the use of harnesses, while others may include some lifting, stretching, and jumping. All activities are designed to be safe and engaging for a wide range of abilities. Each activity will be explained by program staff. The Child may choose to limit his/her participation as he/she feels appropriate, and that choice will always be respected.

- ❖ Parts of this program can be physically demanding
- ❖ The potential for injury exists even though safety systems are provided
- ❖ It is always the Child's responsibility to limit his/her participation in any way I or he/she deems appropriate
- ❖ It is important to disclose all medical conditions and all physical activity concerns on the back of this form
- ❖ The Child cannot be under the influence of drugs or alcohol during the program, except for medication I have disclosed on the back of this paper

PUBLICITY RELEASE

I give permission to Sandy Hill, without limitation or obligation, to make photographs, film footage, or tape recordings which may include the Child's image, voice, or written comments for purposes of promoting Sandy Hill programs. This includes but is not limited to posting the Child's image on an internet site. Sandy Hill will not post personally identifiable information such as the Child's name with these photos. I release Sandy Hill from any claim or liability to these uses.

ARBITRATION

Any controversy or claim arising out of or relating to this agreement, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules. I, the undersigned, hereby agree to submit to arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules. The place of the arbitration shall be the State of Maryland, and Maryland law shall apply. I further agree that I will faithfully observe this agreement and the rules, that I will abide by and perform any award rendered by the arbitrators, and that a judgment of any court having jurisdiction may be entered on the award. Arbitration shall be the sole and exclusive remedy of myself, the Child and the Camp. Myself, the Child and/or the Camp shall be responsible for its respective share of the arbitration fees in accordance with the applicable Rules of Arbitration. In the event either myself, the Child or the Camp fails to proceed with arbitration, unsuccessfully challenges the arbitrator's award, or fails to comply with the arbitrator's award, the Child or the Camp, as the case may be, is entitled to costs of suit, including a reasonable attorney's fee for having to compel arbitration or defend or enforce the award. The Child and the Camp waive all rights to have the dispute litigated in a Court or jury trial, and all judicial rights to discovery and appeal. The Camp and the Child shall not disclose the existence, content, or results of any arbitration hereunder.

Children's Name(s)

Date

Signature of Parent/Custodial Parent/Guardian