

BCS SITTERS
RELEASE AND WAIVER OF LIABILITY AND PUBLICITY

This BCS SITTERS RELEASE AND WAIVER OF LIABILITY AND PUBLICITY (this “Agreement”) is by and between you (“you,” “your,” or “yourself”), on behalf of yourself and your minor child (with you serving as the authorized parent or legal guardian of that minor child) (“your child” or “Applicant”), and BCS Sitters, LLC, a Texas limited liability company (“BCS Sitters”). You, your child, and BCS Sitters are sometimes referred to herein each as a “Party” and together as the “Parties.”

PLEASE READ THIS AGREEMENT CAREFULLY BECAUSE IT CONSTITUTES A LEGALLY BINDING CONTRACT BETWEEN YOU, ON BEHALF OF YOURSELF AND YOUR CHILD, AND BCS SITTERS.

BCS Sitters owns and operates a summer camp commonly known as “BCS Sitters Summer Camp” taking place between June 7th and August 13th, 2021 (**together with all events and activities which may take place during, at, or around that camp, the “Camp”**), held in the Bryan-College Station, Texas, area.

The Camp includes events and activities (both indoor and outdoor) which may be physically or emotionally demanding, strenuous, or even dangerous for a camper (such as, for example, physical exercise, games, water games, nature hunts and other exercises); and which may expose a camper to a variety of foreseen and unforeseen hazards and risks (such as, for example, exhaustion, physical injury, emotional injury, or death). In addition, BCS Sitters may want to record, or allow others to record, certain events and activities at the Camp for commercial or non-commercial purposes. You and your child voluntarily assume the various hazards, risks, and potential publicity (good or bad) when your child attends or participates in the Camp.

In consideration of your child being allowed to attend and participate in the Camp, you must accept and agree to this Agreement in its entirety (including its assumptions of risk, releases of liability, terms of indemnity, and other provisions) on behalf of yourself and your child. If you do not accept and agree to this Agreement in its entirety on behalf of yourself and your child, then your child is prohibited from attending and participating in the Camp.

1. Acknowledgment of Status as Authorized Parent or Legal Guardian.

- a. Representations, Warranties, and Covenants. You hereby acknowledge, represent, warrant, and covenant that: (i) you are a natural person of eighteen (18) years of age or older; (ii) you are the parent or legal guardian of the Applicant; (iii) no court has issued any order, judgment, or decree granting custody of the Applicant to anyone else or otherwise affecting your rights as the parent or legal guardian of the Applicant; (iv) the Applicant has not been emancipated; (v) both you and the Applicant have read this Agreement together and understand what it says; (vi) both you and the Applicant consent and agree to this Agreement; (vii) you have the full legal right, power, and authority to enter into this Agreement on behalf of yourself and the Applicant, and to bind yourself and the Applicant to this Agreement; (viii) BCS Sitters is not required to seek the permission of or to compensate any third parties to exercise or enjoy any of the rights granted, conveyed, assigned, or transferred by you or the Applicant under this Agreement; (ix) all information that you or the Applicant provide to BCS Sitters in

connection with the Applicant's application to attend and participate in the Camp is truthful and accurate; and (x) the Applicant will not behave in any manner that may injure or affect the safety of your child or others while your child attends or participates in the Camp.

- b. Indemnification by Parent or Legal Guardian. **IF APPLICANT EVER DISAFFIRMS OR BREACHES THIS AGREEMENT, OR IF YOU BREACH OF ANY OF YOUR REPRESENTATIONS, WARRANTIES, OR COVENANTS IN SECTION 1(a) ABOVE, THEN YOU HEREBY AGREE TO INDEMNIFY, RELEASE, AND HOLD HARMLESS BCS SITTERS AND BCS SITTERS' OFFICERS, DIRECTORS, OWNERS, AGENTS, EMPLOYEES, VOLUNTEERS, REPRESENTATIVES, PARENTS, SUBSIDIARIES, AFFILIATES, SUCCESSORS, TRUSTEES, ASSIGNS, TRANSFEREES, AND LICENSEES FROM AND AGAINST ANY AND ALL LIABILITIES, CLAIMS, SUITS, DEMANDS, ACTIONS, JUDGMENTS, LOSSES, DAMAGES, FINES, PENALTIES, AND EXPENSES (INCLUDING COSTS AND REASONABLE ATTORNEYS' FEES) INCURRED BY SUCH INDEMNITEES, OR ASSERTED AGAINST SUCH INDEMNITEES BY THIRD PARTIES, ARISING OUT OF OR IN RELATION TO ANY SUCH DISAFFIRMANCE OR BREACH.**

2. Publicity Release.

- a. Consent to Recording. You, on behalf of yourself and your child, hereby consent to you and/or your child being photographed, filmed, taped, recorded, and/or interviewed while attending or participating in the Camp (collectively, "Recording Activities"); to having those Recording Activities performed by or at the direction of BCS Sitters, or by third parties with the permission of BCS Sitters; and to having the resulting products of those Recording Activities used by BCS Sitters or others for internal, archival, newsworthy, promotional, or other commercial or non-commercial purposes.
- b. Ownership of Recordings. You, on behalf of yourself and your child, hereby acknowledge and agree that BCS Sitters is the exclusive owner of all past, present, and future rights, titles, interests, and privileges throughout the world in and to all of your and your child's respective contributions, if any, to the resulting products of the Recording Activities and all elements and derivatives thereof (including, without limitation, all copyrights, moral rights of the author, results, and proceeds of the foregoing) (collectively, the "Works") on a "work made for hire" basis; but if any part of the Works is not a "work made for hire," then you and your child hereby forever and always irrevocably convey, assign, and transfer to BCS Sitters all of your and your child's respective past, present, and future rights, titles, interests, and privileges throughout the world in and to that part of the Works. BCS Sitters is not obligated to make any use whatsoever of the Works, in whole or in part.
- c. Grant of Rights. You, on behalf of yourself and your child, hereby grant BCS Sitters the non-exclusive, irrevocable, unencumbered, transferable, sub-licensable, royalty-free, fully-paid, perpetual, and worldwide right, but not the obligation, to use all or any part of your and your child's respective names, likenesses, images, voices, statements, and performances, whether in original or modified form, in connection with all or any part of the Works in any and all languages, for any and all commercial and non-commercial purposes (including, without limitation, internal, archival, newsworthy, and promotional

purposes), and in any and all manners, mediums, and forms now known or hereinafter devised.

- d. No Further Compensation. Neither you, nor your child, are entitled to any payments, credits, or other benefits related to the Recording Activities, the Works, or any rights granted, conveyed, assigned, or transferred herein, except as expressly stated herein.
 - e. Release of Liability for Media Claims. **YOU, ON BEHALF OF YOURSELF AND YOUR CHILD, HEREBY FULLY AND FOREVER RELEASE, DEFEND, AND HOLD HARMLESS BCS SITTERS AND BCS SITTERS' OFFICERS, DIRECTORS, OWNERS, AGENTS, EMPLOYEES, VOLUNTEERS, REPRESENTATIVES, PARENTS, SUBSIDIARIES, AFFILIATES, SUCCESSORS, TRUSTEES, ASSIGNS, TRANSFEREES, AND LICENSEES FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, ACTIONS, LIABILITIES, LOSSES, DAMAGES, AND JUDGEMENTS OF ANY TYPE AND NATURE WHATSOEVER THAT YOU OR YOUR CHILD HAVE OR MAY HAVE AGAINST ALL OR ANY SUCH RELEASEES (NOW OR IN THE FUTURE, WHETHER KNOWN OR UNKNOWN, AND WHETHER FORESEEABLE OR UNFORESEEABLE) ARISING FROM OR IN RELATION TO THE RECORDING ACTIVITIES, THE WORKS, OR ANY RIGHTS GRANTED, CONVEYED, ASSIGNED, OR TRANSFERRED HEREIN (INCLUDING, WITHOUT LIMITATION AND BY WAY OF EXAMPLE ONLY, CLAIMS FOR INFRINGEMENT, INVASION OF PRIVACY, MISAPPROPRIATION OF THE RIGHT OR PUBLICITY, DEFAMATION, DISPARAGEMENT, EMOTIONAL DISTRESS, AND NEGLIGENCE). YOU, ON BEHALF OF YOURSELF AND YOUR CHILD, ALSO HEREBY WAIVE YOUR AND YOUR CHILD'S RESPECTIVE RIGHTS TO ENJOIN THE WORKS AND/OR THE EXERCISE OF ANY RIGHTS GRANTED, CONVEYED, ASSIGNED, OR TRANSFERRED HEREIN.**
 - f. Further Assurances. You and your child will sign such further documents, and take such further actions, which are reasonably necessary to effectuate the terms, conditions, and intent of section 2 of this Agreement.
3. Assumption of Risk. You and your child understand and acknowledge that the Camp and its events and activities (both indoor and outdoor) may be physically or emotionally demanding, strenuous, or even dangerous (such as, for example, physical exercise, games, water games, nature hunts and other exercises); and may expose your child to a variety of foreseen and unforeseen hazards and risks (such as, for example, exhaustion, physical injury, emotional injury, or death). **YOU, ON BEHALF OF YOURSELF AND YOUR CHILD, HEREBY ACKNOWLEDGE AND AGREE THAT YOU AND YOUR CHILD HAVE HAD AN OPPORTUNITY TO FULLY INVESTIGATE AND INFORM YOURSELVES ABOUT THE CAMP (INCLUDING, WITHOUT LIMITATION, ITS EVENTS AND ACTIVITIES); AND THAT YOU AND YOUR CHILD KNOWINGLY, VOLUNTARILY, AND FREELY ASSUME AND ACCEPT ANY AND ALL HAZARDS AND RISKS (WHETHER KNOWN, UNKNOWN, FORESEEABLE, OR UNFORESEEABLE NOW OR IN THE FUTURE) ASSOCIATED WITH YOUR CHILD'S ATTENDANCE AT AND PARTICIPATION IN THE CAMP, EVEN IF ARISING FROM THE NEGLIGENCE OR THE ACTS, ERRORS, OR OMISSIONS OF BCS SITTERS, BCS SITTERS' OFFICERS, DIRECTORS, OWNERS, AGENTS, EMPLOYEES, VOLUNTEERS, REPRESENTATIVES, PARENTS, SUBSIDIARIES, AFFILIATES, SUCCESSORS, TRUSTEES, ASSIGNS, OR TRANSFEREES, OR OTHERS; AND YOU AND YOUR CHILD FULLY ASSUME ANY AND ALL RISKS OF INJURY, HARM, OR LOSS TO YOUR CHILD AND YOUR CHILD'S PROPERTY IN RELATION TO THE SAME, AS WELL AS ANY AND ALL DAMAGES AND EXPENSES**

OF EVERY TYPE AND NATURE WHATSOEVER WHICH MAY RESULT FROM THOSE INJURIES, HARMS, OR LOSSES.

4. Certifications. You, on behalf of yourself and your child, hereby certify that: (a) your child is in good physical health; (b) neither you nor your child know of any medical problems, allergies or restrictions which would prevent your child from attending and participating in any or all parts of the Camp; (c) your child does not have any problems or allergies which would increase his/her risk of illness or injury as a result of his/her attendance at or participation in the Camp; (d) your child is free from all illnesses, injuries, allergies and defects which could interfere with his/her safe attendance at and participation in the Camp; and (e) your child understands that his/her attendance at and participation in the Camp may involve physically and emotionally demanding or strenuous events or activities, and that he/she should periodically stop exercising or otherwise participating in any such events or activities (especially when his/her body or mind tells him/her to stop) in order to rest, cool off, hydrate, et cetera.

5. General Release of Liability. **YOU, ON BEHALF OF YOURSELF AND YOUR CHILD, HEREBY FULLY AND FOREVER RELEASE, DEFEND, AND HOLD HARMLESS BCS SITTERS AND BCS SITTERS'S OFFICERS, DIRECTORS, OWNERS, AGENTS, EMPLOYEES, VOLUNTEERS, REPRESENTATIVES, PARENTS, SUBSIDIARIES, AFFILIATES, SUCCESSORS, TRUSTEES, ASSIGNS, AND TRANSFEREES FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, ACTIONS, LIABILITIES, LOSSES, DAMAGES, AND JUDGEMENTS OF ANY TYPE AND NATURE WHATSOEVER THAT YOU OR YOUR CHILD HAVE OR MAY HAVE (NOW OR IN THE FUTURE, WHETHER KNOWN OR UNKNOWN, AND WHETHER FORESEEABLE OR UNFORESEEABLE) AGAINST ALL OR ANY SUCH RELEASEES ARISING FROM OR IN RELATION TO ANY OR ALL OF THE FOLLOWING (INCLUDING, WITHOUT LIMITATION AND BY WAY OF EXAMPLE ONLY, CLAIMS FOR PERSONAL INJURY, EMOTIONAL INJURY, PROPERTY DAMAGE, DEATH, DISABILITY, BODILY HARM, MENTAL ANGUISH, INJURY TO IMAGE OR REPUTATION, LOSS OF EARNING CAPACITY, LOST WAGES, INFRINGEMENT, INVASION OF PRIVACY, MISAPPROPRIATION OF THE RIGHT OR PUBLICITY, DEFAMATION, DISPARAGEMENT, EMOTIONAL DISTRESS, DISCRIMINATION, HARASSMENT, NEGLIGENCE, RECKLESSNESS, ASSAULT, BATTERY, TORTIOUS INTERFERENCE, TRESPASS, CRIMINAL LIABILITY, INDECENCY, FRAUD, MISREPRESENTATION, CONTRIBUTION, INDEMNIFICATION, REIMBURSEMENT, SPECIAL DAMAGES, EXEMPLARY DAMAGES, ATTORNEYS' FEES, COSTS, AND ANY OTHER LEGAL THEORY ARISING FROM OR IN RELATION TO ANY OR ALL OF THE FOLLOWING): (A) YOUR OR YOUR CHILD'S ATTENDANCE AT OR PARTICIPATION IN ALL OR ANY PARTS OF THE CAMP (INCLUDING, WITHOUT LIMITATION, ANY AND ALL EVENTS AND ACTIVITIES CONDUCTED AT, AROUND, OR AS PART OF THE CAMP); (B) THE ACTS, ERRORS, OMISSIONS, OR NEGLIGENCE OF BCS SITTERS OR BCS SITTERS' OFFICERS, DIRECTORS, OWNERS, AGENTS, EMPLOYEES, VOLUNTEERS, REPRESENTATIVES, PARENTS, SUBSIDIARIES, AFFILIATES, SUCCESSORS, TRUSTEES, ASSIGNS, TRANSFEREES, GUESTS, OR INVITEES; (C) THE ACTS, ERRORS, OMISSIONS, OR NEGLIGENCE OF ANY OTHER CAMPERS (OR THE RESPECTIVE PARENTS, LEGAL GUARDIANS, FAMILY, OR FRIENDS OF THOSE OTHER CAMPERS); AND/OR (D) YOUR OR YOUR CHILD'S DISAFFIRMATION OR BREACH OF ANY TERM, CONDITION, REPRESENTATION, WARRANTY, OR COVENANT UNDER THIS AGREEMENT.**

6. Medical Authorization and Release.

a. Medical Authorization. You, on behalf of yourself and your child, hereby give your consent and authority to BCS Sitters to obtain medical treatment for your child in the event your child is injured or requires medical attention during your child's attendance at or participation in the Camp. You understand and agree that you are solely responsible for all fees and costs related to any such medical treatment (including, without limitation, healthcare provider fees and costs, medical supply and medication costs, and medical transportation and evacuation fees and costs); and that BCS Sitters is not providing you or your child with any medical or health insurance. You also understand and acknowledge that this medical authorization is given in advance of any specific treatment or diagnosis; and serves to provide BCS Sitters with temporary authority and power of medical treatment over your child in the event he/she is injured or otherwise requires prompt medical attention while attending or participating in the Camp, with such medical treatment to be provided by a physician, surgeon, or nurse licensed or registered under the laws of the jurisdiction where the medical treatment may be given, as such physician, surgeon, or nurse may deem advisable. This medical authorization is given pursuant to the provisions of Chapter 32 of the Texas Family Code.

b. Release of Liability for Medical Authorization Claims. In consideration of BCS Sitters' acceptance of the medical authorization set forth in section 6(a) above, but without any time limitation and without any future right of revocation, **YOU, ON BEHALF OF YOURSELF AND YOUR CHILD, HEREBY FULLY AND FOREVER RELEASE, DEFEND, AND HOLD HARMLESS BCS SITTERS AND BCS SITTERS' OFFICERS, DIRECTORS, OWNERS, AGENTS, EMPLOYEES, VOLUNTEERS, REPRESENTATIVES, PARENTS, SUBSIDIARIES, AFFILIATES, SUCCESSORS, TRUSTEES, ASSIGNS, AND TRANSFEREES FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, ACTIONS, LIABILITIES, LOSSES, DAMAGES, AND JUDGEMENTS OF ANY TYPE AND NATURE WHATSOEVER THAT YOU OR YOUR CHILD HAVE OR MAY HAVE (NOW OR IN THE FUTURE, WHETHER KNOWN OR UNKNOWN, AND WHETHER FORESEEABLE OR UNFORESEEABLE) AGAINST ALL OR ANY SUCH RELEASEES ARISING FROM OR IN RELATION TO ANY SUCH MEDICAL TREATMENT, DECISIONS, ACTS, ERRORS, AND/OR OMISSIONS (INCLUDING, WITHOUT LIMITATION, CLAIMS OF PHYSICAL INJURY, EMOTIONAL INJURY, DEATH, AND NEGLIGENCE).**

7. Right to Postpone or Cancel. BCS Sitters shall have the right in its sole determination, but not the obligation, to postpone, cancel, or modify all or any part of the Camp (including any or all of its events and activities) due to weather conditions, equipment maintenance, or other factors beyond BCS Sitters' control which might affect the health or safety of any person (including your child). Neither you nor your child shall have any recourse against BCS Sitters due to BCS Sitters' election to postpone, cancel, or modify all or any part of the Camp.

8. General Indemnification. **YOU, ON BEHALF OF YOURSELF AND YOUR CHILD, HEREBY AGREE TO INDEMNIFY, RELEASE, AND HOLD HARMLESS BCS SITTERS AND BCS SITTERS' OFFICERS, DIRECTORS, OWNERS, AGENTS, EMPLOYEES, VOLUNTEERS, REPRESENTATIVES, PARENTS, SUBSIDIARIES, AFFILIATES, SUCCESSORS, TRUSTEES, ASSIGNS, TRANSFEREES, AND LICENSEES FROM AND AGAINST ANY AND ALL LIABILITIES, CLAIMS, SUITS, DEMANDS,**

ACTIONS, JUDGMENTS, LOSSES, DAMAGES, FINES, PENALTIES, AND EXPENSES (INCLUDING COSTS AND REASONABLE ATTORNEYS' FEES) INCURRED BY ALL OR ANY SUCH INDEMNITEES, OR ASSERTED AGAINST ALL OR ANY SUCH INDEMNITEES BY THIRD PARTIES, ARISING OUT OF OR IN RELATION TO (A) YOUR OR YOUR CHILD'S ACTS, ERRORS, OMISSIONS, OR NEGLIGENCE RELATED TO YOUR CHILD'S ATTENDANCE AT OR PARTICIPATION IN THE CAMP; (B) ANY LOSS, LIABILITY, CLAIM, COST, OR DAMAGES RELATED TO YOUR CHILD'S ATTENDANCE AT OR PARTICIPATION IN THE CAMP (INCLUDING, WITHOUT LIMITATION, ALL COSTS AND REASONABLE ATTORNEYS' FEES); AND (C) YOUR OR YOUR CHILD'S VIOLATION OF THE RIGHTS OF OR OTHER INJURY TO ANY THIRD PARTY (INCLUDING, WITHOUT LIMITATION, OTHER CAMPERS).

9. Disclaimers.

- a. General Disclaimer. YOUR CHILD'S ATTENDANCE AT AND PARTICIPATION IN ALL OR ANY PART OF THE CAMP IS DONE AT YOUR AND YOUR CHILD'S OWN RISK. THE CAMP IS OFFERED, MARKETED, AND MADE AVAILABLE TO YOU AND YOUR CHILD ON AN "AS IS," "WHERE IS," "AS AVAILABLE," AND "WITH ALL FAULTS" BASIS. BCS SITTERS DOES NOT MAKE, NOR HAS BCS SITTERS MADE, ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND OR NATURE (WHETHER DIRECT OR INDIRECT, ORAL OR WRITTEN, OR EXPRESS OR IMPLIED) TO YOU OR YOUR CHILD WITH RESPECT TO THE CAMP OR THE CAMP'S SUCCESS, PERFORMANCE, FUNCTIONALITY, QUALITY, COMPLETENESS, ACCURACY, RELIABILITY, MARKETABILITY, OR SAFETY. BCS SITTERS EXPRESSLY DISCLAIMS ANY AND ALL EXPRESS WARRANTIES, IMPLIED WARRANTIES (INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, GOOD FAITH AND FAIR DEALING, PERFORMANCE, FUNCTIONALITY, QUALITY, COMPLETENESS, ACCURACY, RELIABILITY, AND SAFETY), AND WARRANTIES ARISING FROM CONDUCT, COURSE OF DEALING, CUSTOM, AND USAGE IN TRADE WITH RESPECT TO THE CAMP OR THE CAMP'S SUCCESS, PERFORMANCE, FUNCTIONALITY, QUALITY, COMPLETENESS, ACCURACY, RELIABILITY, MARKETABILITY, OR SAFETY. BCS SITTERS DOES NOT MAKE, NOR HAS BCS SITTERS MADE, ANY AFFIRMATION OF FACT, PROMISE, OR WARRANTY (EXPRESS, IMPLIED, OR OTHERWISE) RELATING TO THE CAMP OR THE CAMP'S SUCCESS, PERFORMANCE, FUNCTIONALITY, QUALITY, COMPLETENESS, ACCURACY, RELIABILITY, MARKETABILITY, OR SAFETY THAT EXTENDS BEYOND THE FACE OF THIS AGREEMENT OR THAT HAS BECOME THE BASIS OF ANY BARGAIN.
- b. Disclaimer of Property Damage. **BCS SITTERS EXPRESSLY DISCLAIMS ANY AND ALL RESPONSIBILITY AND LIABILITY TO YOU AND YOUR CHILD FOR ANY PERSONAL PROPERTY (INCLUDING, WITHOUT LIMITATION, ANY BAGS OR THEIR CONTENTS, CLOTHING, OR PERSONAL ITEMS) THAT IS DAMAGED, LOST, OR STOLEN DURING YOUR CHILD'S ATTENDANCE AT OR PARTICIPATION IN THE CAMP.**
- c. Disclaimer About Other Campers. YOUR CHILD'S DEALINGS AND INTERACTIONS WITH ANY OTHER CAMPERS (AND THE RESPECTIVE PARENTS, LEGAL GUARDIANS, FAMILY, AND FRIENDS OF THOSE OTHER CAMPERS) WHO MAY ATTEND OR PARTICIPATE IN THE CAMP IN ANY WAY IS DONE AT YOUR CHILD'S OWN RISK. BCS SITTERS EXPRESSLY DISCLAIMS ANY AND ALL LIABILITY ARISING FROM OR IN RELATION TO, AND SHALL NOT BE RESPONSIBLE FOR, ANY ACTS, ERRORS, OMISSIONS, OR NEGLIGENCE OF THOSE OTHER CAMPERS (OR THE

RESPECTIVE PARENTS, LEGAL GUARDIANS, FAMILY, OR FRIENDS OF THOSE OTHER CAMPERS).

10. Limitation of Liability. IN NO EVENT SHALL YOU OR YOUR CHILD BE ENTITLED TO RECOVER ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, OR SPECULATIVE DAMAGES (INCLUDING, WITHOUT LIMITATION, LEGAL COSTS, ATTORNEY FEES, LOST PROFITS, REPLACEMENT COSTS, OR REPAIR COSTS) ARISING OUT OF OR IN RELATION TO ANY OF THE FOREGOING, EVEN IF YOU OR YOUR CHILD HAS BEEN NOTIFIED OF THE POSSIBILITY OF SUCH DAMAGES: (A) BCS SITTERS' BREACH OF THIS AGREEMENT; (B) YOUR OR YOUR CHILD'S ATTENDANCE AT OR PARTICIPATION IN ALL OR ANY PARTS OF THE CAMP (INCLUDING, WITHOUT LIMITATION, ANY AND ALL EVENTS AND ACTIVITIES CONDUCTED AT, AROUND, OR AS PART OF THE CAMP); (C) ANY ACTS, ERRORS, OMISSIONS, OR NEGLIGENCE OF BCS SITTERS OR BCS SITTERS' OFFICERS, DIRECTORS, OWNERS, AGENTS, EMPLOYEES, VOLUNTEERS, REPRESENTATIVES, PARENTS, SUBSIDIARIES, AFFILIATES, SUCCESSORS, TRUSTEES, ASSIGNS, TRANSFEREES, GUESTS, OR INVITEES; OR (D) ANY ACTS, ERRORS, OMISSIONS, OR NEGLIGENCE OF ANY OTHER CAMPERS (OR THE RESPECTIVE PARENTS, LEGAL GUARDIANS, FAMILY, OR FRIENDS OF THOSE OTHER CAMPERS).
11. Governing Law; Forum; Waiver of Jury Trial. This Agreement and its subject matter are governed by the laws of the State of Texas and any applicable federal laws of the United States of America, regardless of its place of execution, its place of performance, and any conflicts of law analysis. The Parties hereby irrevocably submit to the exclusive personal jurisdiction and venue of the federal and state courts located in Brazos County, Texas for the litigation of any and all disputes, controversies, and claims arising from or in relation to Agreement, its subject matter, or the Parties' relationship, and agree that neither is an inconvenient venue or forum. IN THE EVENT OF ANY SUCH DISPUTE, CONTROVERSY, OR CLAIM, AND TO THE FULLEST EXTENT PERMITTED BY LAW, EACH PARTY DOES HEREBY WAIVE HIS/HER/ITS RIGHT TO A TRIAL BY JURY.
12. Relationship. In no event shall this Agreement, the performance of a Party's rights or obligations under this Agreement, or your child's attendance at or participation in the Camp create any type of fiduciary, franchise, agency, employment, independent contractor, partnership, or joint venture relationship between you or your child, on the one side, and BCS Sitters, on the other side.
13. Miscellaneous.
 - a. Excused Performance. BCS Sitters is hereby excused from any failure to perform under this Agreement to the extent that its performance is prevented by any reason outside of its reasonable control or that may be characterized as a force majeure event.
 - b. Construction and Interpretation. This Agreement shall be construed to have been drafted by all of the Parties, so that any rule of construction or interpretation that construes or interprets ambiguities against the drafter shall have no force or effect.

- c. Headings. Section headings are inserted in this Agreement for reference and convenience only and shall not interpret, define, limit or describe the scope, intent, terms, or conditions of this Agreement.
 - d. Severability. If any term or condition of this Agreement is deemed invalid or unenforceable by a court of law with binding authority, then the remaining terms and conditions shall not be affected, and said court of law shall reform the invalidated or unenforceable term or condition to the maximum extent permitted under the law that is consistent with the intent of this Agreement.
 - e. Entire Agreement. This Agreement constitutes the entire agreement and understanding between the Parties and supersedes all prior agreements and understandings, if any, made between them (orally or in writing) relative to the subject matter of the Agreement. The Agreement shall inure to the benefit of and be binding upon the Parties and their respective heirs, devisees, trustees, successors, assigns, and transferees.
14. Effective Date. This Agreement is dated effective as of the date when this Agreement is accepted by you according to the terms hereof.