

## WAIVER OF LIABILITY & HOLD HARMLESS AGREEMENT

1. In consideration for receiving permission to be on the property/premises located at 200 Lake Avenue, Saratoga Springs, New York 12866, I hereby release, waive, discharge and covenant not to sue, Aligned Tutoring & Test Prep, LLC (ATP, LLC), Kristen Litwin, its shareholders, directors, officers, servants, agents and employees (hereinafter referred to as "releasees") from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or relating to any loss, damage or injury, including death, that may be sustained by me, my family, my employees, subcontractors, guests or anyone else caused by or incidental to my electing to access to this property/land, whether caused by the negligence of the releasees, or otherwise, while on or upon the premises, while in transit to or from the premises, or in any place or places connected with the premises. I understand the risks involved in being on this property/premises, and I recognize and agree to accept that any activity/activities involves risk of injury while being on this property/premises, and I assume all risks associated with it, including but not limited to property damage or loss, minor bodily injury, severe bodily injury, and death. I am voluntarily entering onto this property/premises with the knowledge of the risks involved and hereby agree to accept any and all inherent risks of property damage, bodily injury, or death.

2. I am fully aware of risks and hazards connected with being on the premises, and I am fully aware that there may be risks and hazards unknown to me connected with being on the premises, and I hereby elect to voluntarily be on and upon, to enter upon the above named premises and engage in activities knowing that conditions may be hazardous, or may become hazardous or dangerous to me and my property. I voluntarily assume full responsibility for any risks of loss, property damage or personal injury, including death, that may be sustained by me, or any loss or damage to property owned by me, as a result of my being on the premises, whether caused by the negligence of releasees or otherwise.

3. I further hereby agree to indemnify and save and hold harmless the releasees and each of them, from any loss, liability, damage or costs they may incur due to my being on the premises, whether caused by the negligence of any or all of the releasees, or otherwise.

4. It is my express intent that this Release shall bind me, the members of my family and spouse, if I am alive, and my heirs, assigns and personal representative, if I am deceased, and shall be deemed as a Release, Waiver, Discharge and Covenant Not to Sue the above named releasees, their family members, officers, servants, agents and employees.

5. ATP, LLC will not be liable to you or to any other person for any indirect, consequential, punitive or special damages, of any character, whether in an action in contract, tort or otherwise, arising out of or in connection with your ATP, LLC program, even if ATP, LLC has been advised of the possibility of such damages. ATP, LLC disclaims all warranties and conditions, express, implied, statutory or otherwise, including, but not limited to, implied warranties and conditions of merchantability and fitness for a particular purpose. ATP, LLC makes no representations or warranties with respect to (a) scores obtained after program completion (b) the likelihood of success in obtaining admission to a program, (c) whether the services will enhance or detract from the strength of your application, or (d) any guarantee that you will obtain admission to any program. ATP, LLC shall not in any way be liable for your failure to achieve admission to any program.

In signing this Release, I acknowledge and represent that:

- A. I have read the foregoing release, understand it, and sign it voluntarily as my own free act and deed;
- B. No oral representations, statements or inducements, apart from the foregoing written agreement, have been made.
- C. For students under eighteen (18) years of age, a parent or guardian must sign this document and add their students name(s) to the document. Your signature indicates that the students named below are aware of this document.
- D. I execute this Release for full, adequate and complete consideration fully intending to be bound by same.

IN WITNESS WHEREOF, I have hereunto set my hand and seal this day \_\_\_\_ of \_\_\_\_\_, in the Year \_\_\_\_\_.

Parent Signature: \_\_\_\_\_

Name Printed: \_\_\_\_\_

Name(s) of Student(s): \_\_\_\_\_