



BP Connect (Parent Engagement Program)

I _____ (Parent/Guardian Name) am the parent or guardian of _____ (Child's Name) (the "**child**") and have voluntarily chosen to participate in BrightPath Connect (the "**Engagement Program**").

Participation Agreement

In consideration for BrightPath Kids Corp., its subsidiaries and affiliates (together "**Brightpath**") providing BrightPath Connect (Engagement Program), accepting my application to participate in BP Connect) Engagement Program, and providing me access to BrightPath Connect (Engagement Program), I hereby understand, acknowledge, and agree that:

- (a) Our participation in BrightPath Connect (Engagement Program) is entirely voluntary and undertaken at my own and my child's risk.
- (b) I have read the BrightPath Connect Parent Engagement Information Letter attached hereto and I had all my questions in relation to BrightPath Connect Engagement Program answered to my satisfaction prior to deciding to sign this Participation Agreement.
- (d) I understand that I am prohibited from sharing photos and/or video of any children (other than my child), including any group photos/video, that I may have access to through my participation in the BrightPath Connect Engagement Program. Should any photos and/or videos of children other than my child be distributed in violation of this covenant, I agree to indemnify and hold harmless BrightPath and its agents, employee, affiliates and/or assigns for all claims, liabilities, damages, losses and expenses (including legal fees on a solicitor and own client full indemnity basis) arising by reason of my unauthorized distribution in breach of this covenant.
- (e) I understand and acknowledge that the BrightPath Connect Engagement Program relies on the use of a third party provider (the "**Developer**") that utilizes the internet and cloud computing technology. Accordingly I acknowledge that the Developer will have access to information, photos and videos of and about my child and may create and hold electronic copies of this information for the purposes of back-up. The Developer may also monitor, for its internal use only, my access and use of the BrightPath Connect Engagement Program. I understand and acknowledge that there are inherent privacy and confidentiality risks when using an internet-based service and cloud computing technology upon which the BrightPath Connect Engagement Program relies. I understand and accept that BrightPath will have no liability in the event of any breach of confidentiality of any information collected and copied from the BrightPath Connect Engagement Program, whether or not such breach resulted from the actions of the Developer of Brightpath, its agents, employees, or assigns, or of any other parents who also participate in the Engagement Program. My participation in and use of the BrightPath Connect Engagement Program is an acceptance of this limitation of liability.
- (f) For greater certainty, I hereby release and forever discharge and agree not to make any claim against BrightPath, its board of directors, officers, agents, employees, affiliates and/or or assigns, for any and all claims, resulting from my participation and my child's participation in the BrightPath Connect Engagement Program; and



- (g) I understand and acknowledge that the terms of this waiver shall apply equally to me, and to my child.

Approval for Photos/Videos

I hereby grant permission to BrightPath Kids Corp. and its representatives to photograph and video my child, and otherwise capture my child's image and to make recordings of my child's voice for the purposes of sharing information about my child with me under the BrightPath Connect Parent Engagement Program.

I further grant permission to BrightPath Kids Corp. and its representatives to reproduce, use, exhibit, display, post or distribute any images and recordings of my child when such images or recordings are taken in a group, or in a multiple child setting, to other parents who are also participating in the BrightPath Connect Parent Engagement Program.

I hereby confirm and covenant that I will not share photos of any child (including group photos), other than my own, that I receive through the BrightPath Connect Parent Engagement Program with anyone other than BrightPath and its employees.

I hereby release, defend, indemnify and hold harmless BrightPath Kids Corp., its board of directors, officers, employees or agents from and against any claims, damages or liability arising from or related to the use of images, recording or materials of my child, whether individually or in a group setting.

(Name of Child)

(Parent/Guardian Signature)

(Date)

(Witness)

(Date)

Primary email: _____