

STUDENT INTERN AGREEMENT

This Student Intern Agreement is made and entered into as of this 13th day of October, 2015,

BY AND BETWEEN

ERIE COUNTY TRANSITION CENTER, a division of the ERIE COUNTY TECHNICAL SCHOOL, 8500 Oliver Road, Erie, Pennsylvania 16509 hereinafter referred to as "School"

AND

Splash Lagoon & Water Park, 8091 Peach Street, Erie, PA, hereinafter referred to as "*Splash Lagoon*"

AND

WHEREAS, the School believes that proper field-based learning is an important component of the education of students within the School.

WHEREAS, field-based learning provides a realistic and practical educational learning experience for students.

WHEREAS, *Splash Lagoon* is a valued member of the community which supports field-based learning opportunities for students from the School.

WHEREAS, the School, *Splash Lagoon* believe is it necessary to insure that all parties, including the School, students, parents, *Splash Lagoon* are afforded appropriate rights, responsibilities and protections associated with participating in a field-based learning experience and wish to enter into this Student Intern Agreement to facilitate those goals.

In consideration of the mutual covenants and promises contained herein and with the intention to be legally bound hereby, the parties agree to the following:

1. Internships. The School agrees that the students will undertake available internships in order to provide a comprehensive view of the *Splash Lagoon* facilities and businesses that focus on the roles and responsibilities of those facilities and businesses.
2. Interns. The School agrees that the students shall not be considered employees of *Splash Lagoon* within the meaning of the Fair Labor Standards Act and the Pennsylvania Minimum Wage Law.
3. Training. The School and the students acknowledge that the training, even though it is conducted on site at the facilities of *Splash Lagoon* is similar to that which is given at the School.
4. Supervision. The training is for the benefit of the students of the School. The training does not displace the regular employees of *Splash Lagoon*. The students of the School shall work under close supervision of *Splash Lagoon* employees.

5. Benefit. *Splash Lagoon* derive no immediate advantage from the activities of the students and on occasion *Splash Lagoon* facilities and operations may be impeded by the presence and training of the students.
6. Wages. The students of the School are not entitled to a job at the conclusion of the training period. The students understand that they are not entitled to wages for time spent within the training program of *Splash Lagoon*.
7. School Representative. A School representative will be present during the field-based learning experience unless other arrangements are made between the School, *Splash Lagoon* as an amendment to this Agreement.
8. Schedule. Students of the School will be assigned for this experience only during days and hours that the School is in session. The dates of training are to be established and agreed to between the School, *Splash Lagoon*.
9. Attire. Students of the School are to dress in appropriate business attire unless *Splash Lagoon* require other attire to complete the training.
10. Transportation. Transportation of the students from the School or other locations to *Splash Lagoon* facilities is the responsibility of the School.
11. Attendance. Students are expected to be in attendance at the *Splash Lagoon* facilities on each day of the program. Early dismissal by *Splash Lagoon* will not be accepted unless previously authorized by the School.
12. *Splash Lagoon* Policies. Each student will adhere to *Splash Lagoon* policies and failure of the student to comply with such policies will result in termination of the student from the program or other sanctions in accordance with such policies of *Splash Lagoon*.
13. Liability Insurance. *Splash Lagoon* will maintain liability insurance coverage for acts of omissions of *Splash Lagoon* and its agents which is anticipated to be applicable to incidents involving the students to the same extent as to incidents involving other guests or members of the public who enter *Splash Lagoon* facilities; provided, however, that *Splash Lagoon* reserve the right to require the parent or guardian of the student to sign a waiver and release from liability, and the fact that *Splash Lagoon* maintain liability insurance shall not be construed to override any such waiver or release or to constitute an assumption of liability or a waiver of any defenses. Students of the School agree that treatment of illness or injury will not be given at the *Splash Lagoon* facilities without signed permission of the parent or guardian, except under emergency conditions.
14. Safety. *Splash Lagoon* agree to provide students with the necessary safety instructions in regard to the use of equipment at the *Splash Lagoon* facilities.
15. Term. The term of this Agreement shall begin on the 7th day of October, 2015 and continue until June 30, 2016 and may be renewed on a yearly basis by the parties.
16. Assignment. Neither party may assign this Agreement without the written consent of the other party.
17. Amendment. No modification, amendment or alteration of the terms of this Agreement shall be binding unless the same shall be in writing and duly executed by the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Student Intern Agreement to be executed by its duly authorized officers as of the day and year first written above.

ERIE COUNTY TECHNICAL SCHOOL:

Secretary Date

President Date
Joint Operating Committee

SPLASH LAGOON & WATER PARK :

Witness Date

General Manager Date