



Parent/Guardian Release and Waiver of Liability Form

To be read, signed, and placed on file in the facility on the first day and updated annually or as changes occur.

THIS RELEASE AND WAIVER OF LIABILITY (the "Release") executed on _____, 20__ by _____ (the "Parent" or "Guardian" or "I" or "me") in favor of **Little Ones**, a North Carolina nonprofit corporation, and each of its directors, officers, employees, and agents (collectively, the "Organization").

I desire to enroll my child, _____ [NAME] ("Student"), with the Organization, whose services will comprise those activities and tasks associated with running and providing a daycare facility (the "Activities"). I understand that by enrolling Student with the Organization, I am exposing Student and myself to risks associated with the Activities which may include, but are not limited to: see attached Exhibit A.

In exchange for enrolling Student with the Organization and the provision of services by the Organization, for other good and valuable consideration, the receipt and sufficiency of which I acknowledge, **on behalf of myself and Student**, I hereby freely, voluntarily, and without duress execute this Release and agree to the following terms:

1. Waiver and Release. I hereby fully and forever release and discharge the Organization from, and expressly waive, any and all liability, claims, and demands of whatever kind or nature, either in law or in equity, that may arise from the Activities. I agree not to make or bring any such claim or demand against the Organization, and fully and forever release and discharge the Organization from liability under such claims or demands.

I UNDERSTAND THAT THIS RELEASE DISCHARGES THE ORGANIZATION FROM ANY LIABILITY OR CLAIM THAT I MAY HAVE AGAINST THE ORGANIZATION WITH RESPECT TO ANY BODILY INJURY, PERSONAL INJURY, ILLNESS, DEATH, PROPERTY DAMAGE, OR PROPERTY LOSS THAT MAY RESULT FROM THE ACTIVITIES, WHETHER CAUSED BY THE NEGLIGENCE OF THE ORGANIZATION OR OTHERWISE.

2. Medical Treatment. I hereby give consent and authority to the Organization to obtain medical treatment on Student's behalf if Student is injured or requires medical attention. Provided, however, that this provision shall not be construed to impose a duty upon the Organization to seek any such medical treatment. I understand and agree that I am solely responsible for all costs related to such medical treatment, medical transportation, and/or evacuation. I hereby release, forever discharge, and hold harmless the Organization from any claim whatsoever in connection with such treatment or other medical services, or the failure to obtain such medical treatment.

3. Assumption of Risk. I am aware and understand that the Activities may be inherently dangerous and may expose me to a variety of foreseen and unforeseen hazards and risks, including but in no way limited to increased risk of physical injury, virus, infection, and disease. I acknowledge that I have measured and considered those risks. I hereby expressly and specifically assume such risks, including any and all risk of injury, harm, or loss that I or Student may incur as a result of enrolling Student with the Organization as well as exposure to and/or participation in the Activities. ***I further understand that health authorities have advised the general public to limit activities to prevent the spread of and becoming infected with COVID-19 and other infectious diseases, and governmental authorities have provided guidelines and imposed restrictions upon public activity for such purposes. I acknowledge that enrolling Student with the Organization and exposure to and/or participation in the Activities increases the risk of becoming infected with COVID-19 and other infectious diseases, and I hereby expressly assume such risks.***

4. Photographic Release. I understand and agree that I or Students may be photographed and/or videotaped by the Organization for internal and/or promotional use. I hereby grant and convey to the Organization all right, title, and interest, including but not limited to, any royalties, proceeds, or other benefits, in any and all such photographs or recordings, and consent to the Organization's use of my name, image, likeness, and voice in

perpetuity, in any medium or format, for any publicity without further compensation or permission. (see additional media release form for more details).

5. Indemnification. I SHALL DEFEND, INDEMNIFY, AND HOLD HARMLESS THE ORGANIZATION AND ALL OTHER RELEASES AGAINST ANY AND ALL LOSSES, DAMAGES, LIABILITIES, DEFICIENCIES, CLAIMS, ACTIONS, JUDGMENTS, SETTLEMENTS, INTEREST, AWARDS, PENALTIES, FINES, COSTS, OR EXPENSES OF WHATEVER KIND, INCLUDING REASONABLE ATTORNEY'S FEES, FEES AND THE COSTS OF ENFORCING ANY RIGHT TO INDEMNIFICATION UNDER THIS RELEASE, AND THE COST OF PURSUING ANY INSURANCE PROVIDERS ARISING OUT OF OR RESULTING FROM ANY CLAIM OF A THIRD PARTY RELATED TO ENROLLING STUDENT WITH THE ORGANIZATION OR OTHERWISE EXPOSURE TO AND PARTICIPATION IN THE ACTIVITIES.

6. Miscellaneous. I hereby agree that this Release represents the full understanding between the Organization and me and supersedes all other prior agreements, understandings, representations, and warranties, both written and oral, between us, with respect to the subject matter hereof. If any term or provision of this Release shall be held to be invalid by any court of competent jurisdiction, that term or provision shall be deemed modified so as to be valid and enforceable to the full extent permitted. The invalidity of any such term or provision shall not otherwise affect the validity or enforceability of the remaining terms and provisions. This Release is binding on and inures to the benefit of the Organization and me and our respective heirs, executors, administrators, legal representatives, successors, and permitted assigns. Section headings are for convenience of reference only and shall not define, modify, expand, or limit any of the terms of this Release.

7. Governing Law. I hereby agree that this Release is intended to be as broad and inclusive as permitted, and that this Release shall be governed by and interpreted in accordance with the laws of the State of North Carolina, without reference to any choice of law doctrine.

BY SIGNING, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS RELEASE AND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE THE ORGANIZATION.

Acknowledgment of Parent or Guardian for his or herself:

Signature of Parent or Guardian:

Name of Parent or Guardian (please print): _____

Date: _____

On behalf of Student:

I am the parent or legal guardian of the minor described herein. I have the legal right to consent to and, by signing below, I hereby consent in all respects to the terms of this Release. I authorize the Organization to obtain medical treatment for such minor and release it from liability in accordance with this Release.

Signature of Parent or Legal Guardian: _____

Name of Parent or Legal Guardian (please print): _____

Date: _____

Exhibit A

Use of recreational equipment

Engaging in recreational activities

Swimming at [LOCATION]

Participation in summer camp

Field trip to farms, grocery stores, the zoo, water parks, etc.