

WAIVER AND RELEASE AGREEMENT

TO BE READ AND SIGNED BY THE LEGAL GUARDIANS OF

PRIOR TO

(Student's Name)

ADMISSION TO EARLY CHILDHOOD DEVELOPMENT CENTER

In consideration of the admission of the minor student designated above, ("Student") to the Early Childhood Development Center ("ECDC"); the undersigned legal guardian(s) of said minor Student, and each of them, hereby acknowledge and agree that such admission is subject to and specifically conditioned upon the undersigned, and each of them, agreeing to be legally bound by the following terms:

1. I (we), individually, and on behalf of my minor child and our respective heirs, successors, assigns, and personal representatives, hereby release, acquit, and forever discharge ECDC and its successors, assigns, trustees, directors, officers, employees, representatives, attorneys and agents, (in their official and individual capacities) from any and all liability whatsoever for any and all damages, losses, or injuries to persons or property or both, including but not limited to any claims, demands, actions, causes of action, damages, costs, expenses and attorneys fees, which arise out of, during, or in connection with my child's enrollment and attendance at ECDC, including but not limited to any damages, losses, or injuries to persons or property or both, which may be sustained or suffered by my child or any person in connection with my child's association with, or participation in, activities at, sponsored by, or arising out of his/her enrollment and attendance at ECDC.
2. I (we), individually, and on behalf of my minor child and our respective heirs, successors, assigns, and personal representatives, hereby agree to indemnify, defend, and hold harmless ECDC, and its successors, assigns, trustees, directors, officers, employees, representatives, attorneys, and agents (in their official and individual capacities) from any and all liability, loss, or damage they or any of them incur or sustain as a result of any claims, demands, actions, causes of action, judgment, costs, or expenses, including attorney fees, which result from, arise out of, or relate to my child's association with, participation in, activities at, sponsored by, or arising out of his/her enrollment and attendance at ECDC, **including any claims, demands, actions, causes of action, judgment, costs or expenses arising in whole, or in part, from any alleged negligence of ECDC, and/or its employees, and/or volunteers.**
3. I (we) agree that this Waiver and Release Agreement is intended to be as broad and inclusive as permitted by the laws of the State of Indiana, and if any portion hereof is held invalid, it is agreed that the balance hereof shall, notwithstanding, continue in full legal force and effect.

4. In signing this Waiver and Release Agreement, I hereby acknowledge and represent that I have read this entire document, that I understand its terms and provisions, that I understand it affects my legal rights and those of my child, that it is a binding Agreement, and that I have signed it knowingly and voluntarily.

5. I hereby acknowledge and accept that there are certain risks, including bodily injury and death that could result from my child's participation in the aforementioned Activities at ECDC. I have knowingly and voluntarily decided to assume the risks of these inherent dangers in consideration of ECDC's acceptance of my minor child at ECDC.

Child's Name: _____ Age _____

Parent and/or Legal Guardian Signature

Date: _____

Parent and/or Legal Guardian Signature

Date: _____