

ASSUMPTION OF RISK, WAIVER, RELEASE AND INDEMNIFICATION AGREEMENT

In consideration of my minor child, _____ being allowed to participate in The Orchard Preschool's program, I, _____ (parent/guardian) hereby agree as follows:

- 1) **Assumption of Risk and Waiver of Liability:** I, on behalf of myself and/or my minor child, acknowledge and fully understand that s/he will be engaging in activities that include the risk of injury or death resulting not only from my actions, inactions, or negligence, but the actions, inactions, or negligence of others. These risks include, but are not limited to, equipment used during the activity, conditions that exist on the premises, and other risks that may not be known to me or are not reasonably foreseeable. On behalf of my minor child, I understand and knowingly agree to assume the risk for participation in such activities. I, individually, and on behalf of my minor child and his/her heirs, successors, assigns and personal representatives, hereby release and forever discharge The Orchard Preschool, and its employees, agents, officers, trustees and representatives ("Releasee") from any and all liability whatsoever for any and all damages, losses or injuries (including death), s/he sustain to his/her person or property or both, including but not limited to any claims, demands, actions, causes of action, judgments, damages, expenses and costs, including attorneys' fees, which arise out of, result from, occur during or are connected in any manner with my participation in the Activity and/or any travel incident thereto, except for such damages or injury as may be caused by the gross negligence or actual malice of The Orchard Preschool employees, agents or representatives.
- 2) **Statement of Indemnification:** I understand that, although The Orchard Preschool has made every reasonable effort to assure my safety while participating in the Activity, there are unavoidable risks, and I hereby voluntarily agree individually, and on behalf of myself, my minor child, and his/her heirs, successors, assigns and personal representatives, to indemnify, defend and hold harmless The Orchard Preschool and its employees, agents, officers, trustees and representatives (in their official and individual capacities) from any and all liability, loss, damage or expense, including attorneys' fees, that they or any of them incur or sustain as a result of any claims, demands, actions, causes of action, damages, judgments, costs or expenses, including attorneys' fees, which arise out of, occur during, or are in any way connected with my participation in the Activity or any travel incident thereto.
- 3) I have signed this Agreement in full recognition and appreciation of the dangers, hazards and risks of the Activity. I agree to report to the Program Director any physical or mental condition that my minor child has that may require special medical attention or accommodation upon registration for the preschool. I understand and agree that Releasees do not have medical personnel available at the location of the Activity and grant Releasees permission to authorize emergency medical treatment, if necessary. I

understand and agree that Releasees assume no responsibility for any injury or damage that might arise out of or in connection with such authorized emergency medical treatment.

- 4) I understand that although The Orchard Preschool will attempt to maintain the Activity as described in its publications, it reserves the right to make changes at any time and for any reason, with or without notice, and that neither The Orchard Preschool, nor the employees and agents, shall be responsible or liable for any loss whatsoever to participants by reason of any such cancellation or change. The right is reserved by The Orchard Preschool, in its sole discretion, to cancel any program or any aspect thereof if the Orchard Preschool determines or believes that any person is or will be in danger if the program or any aspect thereof is continued.
- 5) The Orchard Preschool reserves the right to decline to accept or retain my minor child in the Activity at any time should his/her actions or general behavior impede the operation of the program or the rights or welfare of any person. Similarly, if his/her conduct violates any policy or procedure of The Orchard Preschool, I understand that my child may be required to leave the program at the sole discretion of The Orchard Preschool's representatives and agents. In such an event, no refund will be made for any unused portion of the program.
- 6) I agree that, should there be any dispute concerning my participation in the program that would require the adjudication of a court of law, such adjudication will occur in the court of, and be determined by the laws of, the State of Washington; and that if any portion hereof is held invalid, the balance hereof shall, notwithstanding, continue in full legal force and effect.
- 7) **Waiver of Legal Rights: I agree that this Assumption of the Risk, Waiver, Release and Indemnification Agreement is to be construed under the laws of the State of Washington and that if any portion hereof is held invalid, the balance hereof shall, notwithstanding, continue in full legal force and effect. By signing this document I hereby acknowledge that I have read this entire document, that I understand its terms, that by signing it I individually and on behalf of my minor child, am giving up substantial legal rights we might otherwise have, and that I have signed it knowingly and voluntarily.**

I hereby acknowledge that I have read, understand and will abide by each of the terms and conditions of this Agreement.

Date: _____

Signature of parent/guardian

Print name