



PERMISSION, WAIVER, RELEASE, AND INDEMNITY AGREEMENT

Child Name: _____

Parent/Legal Guardian Name(s): _____

Designated Caregiver Name(s): _____

In consideration for the participation of the above named ("Participants") to participate in the Parent-Child Program ("Program") offered by Westside Waldorf School ("School") the undersigned, parent(s), or legal guardian(s) (collectively "Parents"), on behalf of their heirs, executors, administrators and assigns, and on behalf of myself, my child, and my child's designated caregiver hereby agree to the following terms and conditions ("Agreement").

- Voluntary Participation.** I understand participation in the Program is voluntary. I am voluntarily participating and give permission for my child to participate. I further understand that this is not a drop-off program and my child is only permitted to participate if I, or another designated caregiver referenced above ("Designated Caregiver"), participate in the Program. If a Designated Caregiver will be participating in the Program, the Designated Caregiver shall also be included in the definition of "Participants."
- Conduct.** I understand that my child and I are expected to abide by all Program rules, policies, and behavior expectations during the Program.
- Acknowledgement of Risk.** The Participants may participate in activities during the Program including but not limited to: (1) playing with toys; (2) climbing on play structures; (3) playing in sand pits; (4) playing group games; (5) engaging in group discussions; (6) food preparation activities such as mixing ingredients; (7) and other activities associated with entertaining young children ("Activities").

The Activities that my child and I may engage in during the Program may be dangerous and include risks that are inherent and cannot be reasonably avoided without changing the nature of the Activities. Risks inherent in participating in the Activities include but are not limited to: (1) injuries from exposure to the sun or the outdoors for extended periods, such as sunburns, dehydration, heat related illnesses, and insect bites; (2) risks inherent in participating in recreational activities, such as injuries from tripping and falling; (3) major injuries such as eye injury or loss of sight, joint or back injuries, broken bones, head trauma, including brain injury, and concussions; (4) emotional trauma; and (5) catastrophic injuries including paralysis and death. The School and program leaders cannot foresee every possible contingency or completely eliminate all risk. I have had opportunities to discuss the Program and Activities with the School.

- Assumption of Risk.** I understand and acknowledge that certain risks are inherent in the Program and assume responsibility for any such risks associated with participation in the Activities. The Activities risks include, but are not limited to, those identified in Section 3 of this Agreement. I understand that these injuries or outcomes may arise from my or my child's or other's actions, inaction, or negligence. Nonetheless, I acknowledge and expressly assume all risks and dangers associated with all Activities related to the Program, whether described above, known or unknown, and inherent or otherwise. I take full responsibility for any injury or loss,



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including death, which the Participants may suffer, arising in whole or in part from the Participants' participation in the Program.

5. Acknowledgement and Assumption of Risks Associated with Exposure to COVID-19 & Infectious Diseases. I acknowledge and understand that COVID-19 is a highly infectious, life-threatening disease declared by the World Health Organization to be a global pandemic. COVID-19 is associated with a serious and potentially deadly condition called Multisystem Inflammatory Syndrome in Children (MIS-C). More information about COVID-19, MIS-C, and those at higher risk for serious illness is available on the Centers for Disease Control and Prevention website at <https://www.cdc.gov/coronavirus/2019-ncov>. I also understand that other infectious diseases may be prevalent.

I understand that the Program has implemented safety rules and precautions in order to mitigate the spread of COVID-19 and other infectious disease. However, those measures do not completely protect against the spread of COVID-19 or other infectious disease. Moreover, it may not be possible for Participants, to follow social distancing and other precautions at all times, when participating in the Program. I acknowledge that even if myself, my child and other Program participants follow all directions, instructions, and rules and exercise utmost personal care, there will remain a certain irreducible inherent risk to myself and my child, and I accept that risk.

I acknowledge the contagious nature of COVID-19 and other infectious diseases, the fact that it can be difficult to identify, and the inherent risks of Participants being exposed while participating in the Program to those who may be infected with COVID-19 or other infectious diseases, including Program employees, agents, contractors, volunteers, or other participants, as well as members of the general public. I voluntarily assume the risk that Participants may be exposed to or infected by COVID-19 or other infectious diseases by Participants' participation in the Program and that such exposure or infection may result in personal injury, serious illness, permanent disability, and/or even death. I further acknowledge that children who become infected with COVID-19 may later develop MIS-C and assume this risk. I voluntarily permit my child to attend the Program and assume full responsibility for myself and my child for any and all risks of illness, injury, disability, or death associated with exposure to COVID-19 or other infectious diseases.

6. Voluntary Release of All Claims. I, on behalf of myself and my child Participant, voluntarily release, discharge, waive and relinquish all claims against the School, its officers, trustees, directors, employees, volunteers, agents, and representatives (individually "Released Party" and collectively "the Released Parties") for any damages, claims, or liabilities resulting from or arising out of, or related to my or my child's participation in the Program, including but not limited to, claims for bodily injury, personal injury, emotional distress, property damage, or wrongful death, except for claims arising from gross negligence or intentional misconduct of such Released Party. This release, discharge, waiver, and relinquishment also pertains to any instruction or supervision related to or arising from the Program and the Activities during the Program on the part of the Released Parties. It is the intent of this Agreement to relieve the Released Parties from any damages, claims, or liabilities to the greatest extent permitted by law.

7. Indemnification/Hold Harmless. Parent(s), legal guardian(s), or Designated Caregiver may be held liable and responsible for any injury or death to another person or injury to property of another caused by Participants. I hereby agree to indemnify (meaning to defend, and to satisfy by payment or reimbursement, including costs and



attorneys' fees) and hold harmless the Released Parties with respect to any claims, demands or liabilities of injury, death, or other loss or damage to person or property suffered by any person caused in whole or in part from the negligence or intentional misconduct of myself or my child Participant while participating in the Program.

8. **Medical Care.** I authorize and consent to any of the employees, volunteers, agents, and representatives of the Program administering or consenting to the administration of emergency medical or dental care to myself or my child during the Program, as such person deems appropriate under the circumstances, and hereby authorize medical treatment in case of emergency. I acknowledge that it is Parents' responsibility to ensure that the School has up to date emergency and medical information. I understand that the School does not carry or maintain health, medical, or disability insurance coverage for Participants, and I therefore agree to assume the responsibility for such insurance coverage for myself and my child and any emergency medical treatment.

9. **Severability; Entire Agreement.** If any provision of this Agreement is held to be invalid or unenforceable, the remainder of this Agreement shall nevertheless remain in full force and effect. This Agreement, along with the Parent-Child Program Registration Form (except as to the Designated Caregiver), constitute a single, integrated contract expressing the entire Agreement of the parties with regard to the subject matter addressed in this Agreement. There are no other agreements, written or oral, express or implied, between the parties concerning the subject matter of this Agreement. This Agreement may be modified or superseded only in a written instrument to this Agreement that specifically references the Agreement and is executed by all parties.

10. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall be deemed a duplicate original when all counterparts are executed, but all of which shall constitute a single instrument, and original inked signatures submitted by electronic means (such as PDF version submitted via email) or fax, shall be deemed the equivalent of original inked signatures.



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I agree that this release is intended to be as broad and inclusive as is permitted by the law in the State of California. I have taken steps to become informed about the Program and certify that I am satisfied with the nature and quality of the Program as a voluntary activity for myself and my child Participant. I have read this Permission, Waiver, Release, and Indemnity Agreement and fully understand its terms. I understand that signing this Agreement is voluntary and that I have been given the opportunity to seek legal counsel and to question the School before signing this binding document.

I understand that my signature below authorizes the Child to participate in the Program, subject to the terms and conditions stated in this Agreement. Unless one parent has had his/her parental rights terminated by court order, both living parents must sign this Agreement. If a Designated Caregiver will participate in the Program, the Designated Caregiver must also sign this Agreement. For any questions or concerns regarding this requirement, please contact Carol Slick, Parent Child Registration, admin@wswaldorf.org.

Parent's/Legal Guardian's Signature

Printed Name

Date

Parent's/Legal Guardian's Signature

Printed Name

Date

Designated Caregiver's Signature

Printed Name/Relation to Child

Date