

ACCIDENT WAIVER AND RELEASE OF LIABILITY FORM

Flintridge Montessori Pre School & Elementary Inc.

WE/I HEREBY ASSUME ALL OF THE RISKS OF PARTICIPATING AND/OR VOLUNTEERING FOR MY CHILD AT THIS FACILITY, including by way of example and not limitations, any risks that may arise from negligence or carelessness on the part of the persons or entities being released, from dangerous or defective equipment or property owned, maintained, or controlled by them, or because of their possible liability without fault.

I/we certify that my child is fit and has not been advised to not attend preschool by a qualified medical professional. I certify that there are no health-related reasons or problems which preclude my child attending FMS.

The center will do everything reasonably possible to protect children in our care from undue harm and bodily injury.

I/we acknowledge that this Accident Waiver and Release of Liability Form will be used by the school and that it will govern our actions and responsibilities. I/We agree I/we will assume the risk and full responsibility for any and all injuries which might occur to my child while on the premises of the preschool or participating in any off-site preschool program or activity; and to the maximum extent of the law, I /we agree to waive and release any and all claims, suits, or related causes of action against Preschool, their owners, teachers, or teachers assistants.

The undersigned parent or legal guardian assumes all risk of injury or harm to the child while the child is at the daycare center or on approved field trips. The parent or legal guardian agrees to fully release, indemnify, defend, and forever discharge this daycare center, its owners, staff, employees, and agents of and from all liability, claims, demands, damages, costs, expenses, actions, and causes of action in respect of death, injury, loss, or damage to the child, or by the child, howsoever caused, arising out of or to arise by reason of or during the child's participation in the daycare."

In consideration of my application and permitting my child to attend FMS, I/we hereby take action for myself, my executors, administrators, heirs, next of kin, successors, and assigns as follows:

I/we acknowledge that the FMS directors, officers, volunteers, representatives, and agents are NOT responsible for the errors omissions, acts, or failures to act of any party or entity conducting a specific event or activity on behalf of FMS.

I/we acknowledge that during school hours person's with physical and mental limits and may carry with it the potential for death, serious injury, and property loss. The risks may include, but are not limited to, those caused by terrain, facilities, temperature, weather, condition of participants, equipment, vehicular traffic, actions of other people including, but not limited to, participants, volunteers, spectators, coaches, event officials, and event monitors, etc, and lack of hydration. These risks are not only inherent to participants, but are also present for volunteers,

I/we hereby consent to receive medical treatment for my child/children which may be deemed advisable in the event of injury, accident, and/or illness during this activity or event.

The accident waiver and release of liability shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.

I/We CERTIFY THAT I/we HAVE READ THIS DOCUMENT, AND I FULLY UNDERSTAND ITS CONTENT. I/We am/are AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT AND I SIGNIT OF MY OWN FREE WILL.

The undersigned parent and natural guardian does hereby represent that he/she is, in fact, acting in such capacity, has consented to his/her child or ward's participation in the activity or event, and has agreed individually and on behalf of the child or ward, to the terms of the accident waiver and release of liability set forth above. The undersigned parent or guardian further agrees to save and hold harmless and indemnify each and all of the parties referred to above from all liability, loss, cost, claim, or damage whatsoever which may be imposed upon said parties because of any defect in or lack of such capacity to so act and release said parties on behalf of the minor and the parents or legal guardian.

Print child/children/s Name(s)

Age: _____

Signature of Parent or Guardian

Date: _____