

CHILD GUIDANCE EARLY LEARNING CENTER

RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

The Child Guidance Early Learning Center Swimming Program is an entirely voluntary service offered by Child Guidance Early Learning Center to its student's age three to twelve. The program enables participants to utilize the swimming pool at the Child Guidance Early Learning Center facilities. The pool at Child Guidance Early Learning Center may contain areas of water which are deeper than a child's head. As the use of any pool facility carries with it a degree of potential risk, by signing this agreement you are indicating that you consent to your child's use of the pool facility while engaged in the Child Guidance Early Learning Center Swimming Program and are releasing and agreeing to indemnify Child Guidance Early Learning Center from certain claims described below. By signing this agreement, you also agree that your child's participation in the Child Guidance Early Learning Center Swimming Program may be terminated at any time, either temporarily or indefinitely, for any reason deemed appropriate or advisable by Child Guidance Early Learning Center personnel.

IN CONSIDERATION of the permission granted to the participant named below to participate in the Child Guidance Early Learning Center Swimming Program, I/we, acting in any and all legal capacities, hereby RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE Child Guidance Early Learning Center, Elsie Corp., their officers, agents, servants, volunteers, contractors, principals, and employees from any and all liability for any and all loss, damage, injury or harm, and any claim or demands therefore on account of bodily or personal injury to, or the demise of, the named participant, or damage to the participant's property, caused by the negligence or lack of due care of Child Guidance Early Learning Center, Elsie Corp., their officers, agents, servants, volunteers, contractors, principals, and employees or otherwise caused while the named participant participates in the Child Guidance Early Learning Center Swimming Program. This release applies to all loss, damage, injury, or harm, claim or demand described above which is not covered or reimbursed by the insurance of the releasees and further releases Child Guidance Early Learning Center, Elsie Corp., their officers, agents, servants, volunteers, contractors, principals, and employees from any and all liability for damages (for negligence or otherwise) in an amount which is above the limits of the releasees' insurance or for claims which are not covered or reimbursed by the releasees' insurer.

I/we further agree to indemnify Child Guidance Early Learning Center, Elsie Corp., their officers, agents, servants, volunteers, contractors, principals, and employees from any and all liability, loss or damage, including but not limited to bodily or personal injury, illness, demise of the named participant or damage to the participant's property, which Child Guidance Early Learning Center, Elsie

Corp., their officers, agents, servants, volunteers, contractors, principals, and employees may become legally obligated to pay and which is not covered or reimbursed by the insurance of the releasee, including reasonable costs and attorneys' fees, as a result of claims, demands, costs, or judgments of any type on account of injury to the person, illness, demise, or damage to property of the named participant, whether or not caused by the negligence of the parties herein released, and whether or not such liability is sole, joint, or several.

I/we are aware that participation in the program may present risks to my child and may present a strain on my child's body, or its parts, and I therefore represent to Child Guidance Early Learning Center, Elsie Corp., their officers, agents, servants, volunteers, contractors, principals, and employees that to the best of my knowledge my child is in proper physical condition to allow him/her to participate and that I/we assume the risk of participating.

Should my child utilize and/or enter the pool while not engaged in activities sponsored or authorized by the Child Guidance Early Learning Center Swimming Program, I/we further release, waive, discharge and covenant not to sue Child Guidance Early Learning Center, Elsie Corp., their officers, agents, servants, volunteers, contractors, principals, and employees, from any and all claims and forms of liability, including claims for negligence, and further agree to indemnify the parties herein released in accordance with the terms set forth above.

The releases, waivers of liability and indemnity agreements contained herein include any and all claims for negligent hiring, training, and/or supervision.

I/we understand that in case of injury or illness, I/we will be notified. If it is not possible to contact me and it is an emergency, I/we hereby give permission to the attending physician to treat, hospitalize, administer anesthesia, or to order injections or surgery for the safety of my child and do hereby authorize Child Guidance Early Learning Center personnel and designee(s) to administer first aid treatment to my child, releasing and agreeing to indemnify Child Guidance Early Learning Center, Elsie Corp., their officers, agents, servants, volunteers, contractors, principals, and employees from any and all claims and liability in connection therewith, including claims for negligence, and further agree to indemnify the parties herein released, on the terms set forth above.

I/we, who certify that we are the parent/legal guardian of the participant, and whose name(s) are signed below, have read this release and understand its terms. I/we execute it voluntarily and with full knowledge of its significance. I/we have executed this release on the date indicated next to my/our name(s).

I give permission for Child Guidance Staff to apply sunscreen and bug spray to my child as needed.
_____ (Initials)

PARTICIPANTS NAME: _____ AGE: _____

ADDRESS: _____

NAME OF PARENT(S)/GUARDIAN: _____

HOME PHONE: _____ WORK/CELL PHONE(S): _____

PERSON TO CONTACT IF UNAVAILABLE: _____

PHONE OF CONTACT PERSON: _____ TODAY'S DATE: _____

Signature of Parent/Guardian

Signature of Parent/Guardian

Swim Lessons will be held every day from **June 17th 2019 to August 23rd 2019.**

Please describe below your child's swimming ability and whether or not your child is afraid of swimming or being in or near the water.

Level: _____ (for staff use only)

Swim Prices: 2019

5 days- \$25.00

3 days- \$18.00

2 days- \$14.00

Payments for swim lessons can be included in your weekly tuition payment. ALL weeks are payable (10 weeks).

Swim lessons will be at Child Guidance Early Learning Center, 75 Talbot St. Manchester, NH 03109