

# Earthshine Kids ENROLLMENT APPLICATION

**A Non- Refundable registration fee of \$50 is due at the time of enrollment.**

## CHILD INFORMATION

**Name**

First Name

Middle Name or Initial

Last Name

**Physical Address**

**Date of Birth**

## FAMILY INFORMATION

Guardian 1 Name

Email

+   
Mobile Phone

+   
Work Phone

Guardian 2

Email

+   
Mobile Phone

+   
Work Phone

## CONTACTS & PICKUP INFO

Child will be released only to the parents/guardians listed above. The child can also be released to the following individuals, as authorized by the person who signs this application. In the event of an emergency, if the parents or guardians cannot be reached, the facility has permission to contact the following individuals.

<b>Y/ N</b>			
Name	Relationship	Phone Number	Authorized to Pick Up?
<b>Y/ N</b>			
Name	Relationship	Phone Number	Authorized to Pick Up?
<b>Y/ N</b>			
Name	Relationship	Phone Number	Authorized to Pick Up?

## PROGRAM OPTIONS & ENROLLMENT

Please select which program(s) you'd like to apply for:

Infant Program (6 weeks- 1 year)

5 day

Toddler Program (2 years- 3 years)

3 day

Preschool Program (3 years- 6 years; must be potty trained)

2 day

**Desired Enrollment Date:**

# Health Care Needs:

For any child with health care needs such as allergies, asthma, or other chronic conditions that require specialized health services, a medical action plan shall be attached to this application. The medical action plan must be completed by the child's parent or healthcare professional.

List any allergies and the symptoms and type of response required for allergic reactions:

List any particular fears or unique behaviors that the child has:

List any types of medication taken for health care needs

## EMERGENCY MEDICAL CARE INFORMATION

Name of health care professional

Office Phone

Hospital Preference

Phone

## WAIVER AND RELEASE OF LIABILITY

IN CONSIDERATION OF THE RISK OF INJURY THAT EXISTS WHILE PARTICIPATING IN PLAYING IN AND AROUND THE PLAYGROUND AND CLASSROOMS AND ANY OTHER ACTIVITIES ON THE PREMISES INCLUDING THE PARKING LOT AND AREAS OUTSIDE THE FENCED AREAS. (HEREINAFTER THE "ACTIVITY"); AND

IN CONSIDERATION OF MY DESIRE TO PARTICIPATE IN SAID ACTIVITY AND BEING GIVEN THE RIGHT TO PARTICIPATE IN SAME;

I HEREBY, FOR MYSELF, MY HEIRS, EXECUTORS, ADMINISTRATORS, ASSIGNS, OR PERSONAL REPRESENTATIVES (HEREINAFTER COLLECTIVELY, "RELEASEE," "I" OR "ME," WHICH TERMS SHALL ALSO INCLUDE RELEASEE'S PARENTS OR GUARDIAN IF RELEASEE IS UNDER 18 YEARS OF AGE), KNOWINGLY AND VOLUNTARILY ENTER INTO THIS WAIVER AND RELEASE OF LIABILITY AND HEREBY WAIVE ANY AND ALL RIGHTS, CLAIMS OR CAUSES OF ACTION OF ANY KIND ARISING OUT OF MY PARTICIPATION IN THE ACTIVITY; AND

I HEREBY RELEASE AND FOREVER DISCHARGE EARTHSHINE LEARNING CENTER, LOCATED AT 1201 CAPE CT, FAYETTEVILLE, NORTH CAROLINA 28304, THEIR AFFILIATES, MANAGERS, MEMBERS, AGENTS, ATTORNEYS, STAFF, VOLUNTEERS, HEIRS, REPRESENTATIVES, PREDECESSORS, SUCCESSORS AND ASSIGNS (COLLECTIVELY "RELEASEES"), FROM ANY PHYSICAL OR PSYCHOLOGICAL INJURY THAT I MAY SUFFER AS A DIRECT RESULT OF MY PARTICIPATION IN THE AFOREMENTIONED ACTIVITY.

I AM VOLUNTARILY PARTICIPATING IN THE AFOREMENTIONED ACTIVITY AND I AM PARTICIPATING IN THE ACTIVITY ENTIRELY AT MY OWN RISK. I AM AWARE OF THE RISKS ASSOCIATED WITH PARTICIPATING IN THIS ACTIVITY, WHICH MAY INCLUDE, BUT ARE NOT LIMITED TO: PHYSICAL OR PSYCHOLOGICAL INJURY, PAIN, SUFFERING, ILLNESS, DISFIGUREMENT, TEMPORARY OR PERMANENT DISABILITY (INCLUDING PARALYSIS), ECONOMIC OR EMOTIONAL LOSS, AND DEATH. I UNDERSTAND THAT THESE INJURIES OR OUTCOMES MAY ARISE FROM MY OWN OR OTHERS' NEGLIGENCE, CONDITIONS RELATED TO TRAVEL TO AND FROM THE ACTIVITY, OR FROM CONDITIONS AT THE ACTIVITY LOCATION(S). NONETHELESS, I ASSUME ALL RELATED RISKS, BOTH KNOWN AND UNKNOWN TO ME, OF MY PARTICIPATION IN THIS ACTIVITY.

I FURTHER AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE RELEASEES AGAINST ANY AND ALL CLAIMS, SUITS OR ACTIONS OF ANY KIND WHATSOEVER FOR LIABILITY, DAMAGES, COMPENSATION OR OTHERWISE BROUGHT BY ME OR ANYONE ON MY BEHALF, INCLUDING ATTORNEY'S FEES AND ANY RELATED COSTS.

I FURTHER ACKNOWLEDGE THAT RELEASEES ARE NOT RESPONSIBLE FOR ERRORS, OMISSIONS, ACTS OR FAILURES TO ACT OF ANY PARTY OR ENTITY CONDUCTING A SPECIFIC EVENT OR ACTIVITY ON BEHALF OF RELEASEES. IN THE EVENT THAT I SHOULD REQUIRE MEDICAL CARE OR TREATMENT, I AUTHORIZE EARTHSHINE LEARNING CENTER TO PROVIDE ALL EMERGENCY MEDICAL CARE DEEMED NECESSARY, INCLUDING BUT NOT LIMITED TO, FIRST AID, CPR, THE USE OF AEDS, EMERGENCY MEDICAL TRANSPORT, AND SHARING OF MEDICAL INFORMATION WITH MEDICAL PERSONNEL. I FURTHER AGREE TO ASSUME ALL COSTS INVOLVED AND AGREE TO BE FINANCIALLY RESPONSIBLE FOR ANY COSTS INCURRED AS A RESULT OF SUCH TREATMENT. I AM AWARE AND UNDERSTAND THAT I SHOULD CARRY MY OWN HEALTH INSURANCE.

I FURTHER ACKNOWLEDGE THAT THIS ACTIVITY MAY INVOLVE A TEST OF A PERSON'S PHYSICAL AND MENTAL LIMITS AND MAY CARRY WITH IT THE POTENTIAL FOR DEATH, SERIOUS INJURY, AND PROPERTY LOSS. I AGREE NOT TO PARTICIPATE IN THE ACTIVITY UNLESS I AM MEDICALLY ABLE AND PROPERLY TRAINED, AND I AGREE TO ABIDE BY THE DECISION OF THE EARTHSHINE LEARNING CENTER OFFICIAL OR AGENT, REGARDING MY APPROVAL TO PARTICIPATE IN THE ACTIVITY.

I, THE UNDERSIGNED PARTICIPANT, AFFIRM THAT I AM OF THE AGE OF 18 YEARS OR OLDER, AND THAT I AM FREELY SIGNING THIS AGREEMENT. I CERTIFY THAT I HAVE READ THIS AGREEMENT, THAT I FULLY UNDERSTAND ITS CONTENT AND THAT THIS RELEASE CANNOT BE MODIFIED ORALLY. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT AND THAT I AM SIGNING IT OF MY OWN FREE WILL.

I AGREE THAT THIS RELEASE SHALL BE GOVERNED FOR ALL PURPOSES BY NORTH CAROLINA LAW, WITHOUT REGARD TO ANY CONFLICT OF LAW PRINCIPLES. THIS RELEASE SUPERSEDES ANY AND ALL PREVIOUS ORAL OR WRITTEN PROMISES OR OTHER AGREEMENTS.

IN THE EVENT THAT ANY DAMAGE TO EQUIPMENT OR FACILITIES OCCURS AS A RESULT OF MY OR MY FAMILY'S OR MY AGENT'S WILLFUL ACTIONS, NEGLIGENCE OR RECKLESSNESS, I ACKNOWLEDGE AND AGREE TO BE HELD LIABLE FOR ANY AND ALL COSTS ASSOCIATED WITH ANY SUCH ACTIONS OF NEGLIGENCE OR RECKLESSNESS.

THIS WAIVER AND RELEASE OF LIABILITY SHALL REMAIN IN EFFECT FOR THE DURATION OF MY PARTICIPATION IN THE ACTIVITY, DURING THIS INITIAL AND ALL SUBSEQUENT EVENTS OF PARTICIPATION.

THIS AGREEMENT WAS ENTERED INTO AT ARM'S-LENGTH, WITHOUT DURESS OR COERCION, AND IS TO BE INTERPRETED AS AN AGREEMENT BETWEEN TWO PARTIES OF EQUAL BARGAINING STRENGTH. BOTH PARTICIPANT AND EARTHSHINE LEARNING CENTER AGREE THAT THIS AGREEMENT IS CLEAR AND UNAMBIGUOUS AS TO ITS TERMS, AND THAT NO OTHER EVIDENCE SHALL BE USED OR ADMITTED TO ALTER OR EXPLAIN THE TERMS OF THIS AGREEMENT, BUT THAT IT WILL BE INTERPRETED BASED ON THE LANGUAGE IN ACCORDANCE WITH THE PURPOSES FOR WHICH IT IS ENTERED INTO.

IN THE EVENT THAT ANY PROVISION CONTAINED WITHIN THIS RELEASE OF LIABILITY SHALL BE DEEMED TO BE SEVERABLE OR INVALID, OR IF ANY TERM, CONDITION, PHRASE OR PORTION OF THIS AGREEMENT SHALL BE DETERMINED TO BE UNLAWFUL OR OTHERWISE UNENFORCEABLE, THE REMAINDER OF THIS AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT. IF A COURT SHOULD FIND THAT ANY PROVISION OF THIS AGREEMENT TO BE INVALID OR UNENFORCEABLE, THEN SAID PROVISION SHALL BE DEEMED TO BE WRITTEN, CONSTRUED AND ENFORCED AS SO LIMITED.

**I, as the parent/guardian, authorize the center to obtain medical attention for my child in an emergency. I have read and understand the above waiver and release of liability and agree to the terms set forth above.**

Signature of Parent/ Guardian

Date

I, as the operator, do agree to provide transportation to an appropriate medical resource in the event of an emergency. In an emergency situation, other children in the facility will be supervised by a responsible adult. I will not administer any drug or medication without specific instructions from the child's parent, guardian, or full time custodian.

Is there a Medical Plan attached?

YES

NO

Signature of Administrator

Date