Beacon Athenaeum Accident Waiver, Photograph/Model Release and Food Allergy Disclaimer of Liability

This agreement, the Accident waiver and release of liability for me is made between: the owner and employees of Beacon Athenaeum and collectively the parent or legal guardian.

By registering your child for a Beacon Athenaeum class, you are agreeing to the following terms of use. Please read carefully before registering your child.

Parent/Legal Guardian\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

I am the parent or legal guardian of the minor child named \_\_\_\_\_\_\_\_\_\_\_\_\_\_and\_\_\_\_\_\_\_\_\_\_\_\_\_. I have the legal authority to execute this release on behalf of the child.

**Privacy Policy**

By registering my child for a Beacon Athenaeum class, I agree to receive a class email confirmation and e- newsletter enrollment for the purpose of receiving information from the company. I may unsubscribe at any time.

**Accident waiver, release of liability, model release, food allergy disclaimer**

I hereby assume all risks for my child’s participating in this activity, including by way of example and not limitation, any risks that may arise from negligence or carelessness on the part of persons or entities being released, or dangerous or defective equipment or property owned, maintained or controlled by them or because of their possible liability without fault. I certify that there are no health related reasons or problems which preclude my child (s) participation in this activity. I acknowledge that this accident waiver and release of Liability form will be used by event holders, sponsors and organizers of the activity in which my child may participate and that it will govern my child(s) actions and responsibilities at said activity. In consideration of my application and my permitting my child(s) to participate in this activity, I hereby take action for myself, my executors, administrators, heirs, next of kin successors and assigns as follows:

I am voluntarily allowing my child to participate in the aforementioned activity and they are participating in the activity entirely. I understand that this is a home and not a licensed establishment and that the owner agrees to do everything in his/her power to make sure my child stays safe and is cared for during their stay at this home. In any and all events, I waive, release, hold harmless and discharge from any and all liability including but not limited to liability arising from the negligence or fault of the entities or persons release for my child(s) pain, or suffering, or illness, or disfigurement, temporary or permanent disability including paralysis, economic or emotional loss and death. I understand that these injuries or outcomes may arise from my child’s or others’ negligence, conditions related to travel, or the condition of the activity location(s), nonetheless, I assume all related risks, both known and unknown to me of my child’s participation in this activity, including travel to and or from and during this activity.

I agree to indemnify and hold harmless Beacon Athenaeum 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 fees and related costs, if litigation arises pursuant to any claims made by me or by anyone else acting on or my child’s behalf. . If Beacon Athenaeum incurs any of these types of expenses, I agree to reimburse Beacon Athenaeum.

I acknowledge this activity may involve a test of a person’s physical and mental limits and may carry with it the potential for serious injury, property loss and death. The risks may include, but are not limited to those cause by terrain, facilities, temperature, weather, lack of hydration, condition of participants, equipment vehicular traffic and actions of others including but not limited to participants, volunteers, spectators, coaches, event officials and event monitors and or producers of the event.

**PARENT OR GUARDIAN MODEL RELEASE**

In consideration of the child’s engagement as a model and for other valuable consideration received, I give Beacon Athenaeum, the company and all employers, volunteers and assistants to photograph by taking photos named in online class preregistration taken in all forms, media and manners, in conjunction with the child’s or fictitious name, for advertising, trade, promotion, exhibition, or any other lawful purposes. I waive any right to review or approve the photographs, the use of photographs, or the matter that may be used in conjunction with the photographs now and in the future, regardless of whether that us I or matter is known to me. The owner agrees that under her watch, photos will be in good taste and students will be dressed appropriately. I waive any right to royalties or other compensation arising from or related to the use of the photographs. I release, discharge and agree to hold harmless photographer and heirs, legal representatives, and assistants from any liability by virtue of any blurring distortion, alteration, optical illusion or use in composite form, whether intentional or otherwise, that may occurs or be produce in the taking, processing or publication of the photographs. This release shall be binding upon me and my heirs, legal representatives and assigns.

**Food Allergy Disclaimer**

The company makes every attempt to identify all ingredients in their recipes. At times, Beacon Athenaeum, may prepare recipes at part of sequencing lessons in the realm of reading.

All attempts will be made to follow the guidelines set forth by Safe Serv. At times Beacon Athenaeum may use ingredients that could cause harm since unknown and known allergies may be present. For this reason it is imperative that notice be given that such event could cause harm, pain and/or death.

You must make the decision of enrolling your child base on this information and the possible health risk.

There is also a possibility that manufacturers of the commercial foods we use could change the formulation at any time without notice. Customers concerned with food allergies need to be aware of this risk.

The company will not assume any liability for adverse reactions to food consumed, or items one may come in contact with while participating in any class, camp or birthday party.

I understand that every attempt will be made to eliminate exposure and risk to my child and agree to hold harmless Beacon Athenaeum, its officers, members, managers, employees, agents, contractors, representatives, sub licensees, affiliates, subsidiaries, successors, partner facilities and agents and assumes no liability for adverse reactions for food consumed or items that my child may come in contact with while participating in this course.

In consideration of the risk of injury while participating in reading, writing, piano , swimming and or cooking instruction and as consideration further right to participate in the activity, I hereby, for myself , my heirs, executors, administrators, assigns, or personal representatives, knowingly and voluntarily enter into this waiver and release of liability and herby waive any and all rights, claims or causes of action of any kind whatsoever arising out of my participation in the activity and do herby release and forever discharge Beacon Athenaeum currently located at 8645 Willow Wind, Fair Oaks Ranch, Tx 78015 their affiliates managers members, agents, attorneys staff, volunteers, heirs, representatives, predecessors, successors and assistants, for any physical or psychological injury, including but not limited to illness, paralysis, death, damages, economical or emotional loss, that I or my heirs may suffer as a direct result of my or their participation in the aforementioned activity, including traveling to and from an event related to this activity.

I acknowledge that I have carefully read this waiver and understand that it is a release of liability. I expressly agree to release and attorney’s staff, volunteers, heir’s representatives, predecessor, successors and assigns, from any and all claims or causes of action and I agree to voluntarily give up or waive any right that I otherwise have to bring a legal action against Beacon Athenaeum for personal injury or property damage. I was not coerced to sign this and this is an agreement between all parties mentioned.

To the extent that statue or case law does not prohibit releases for negligence this release is also for negligence on the part of beacon athenaeum, its agents, and employees.
In the event that my child (ren) should require medical care or treatment, I 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.

In the event that any damage to equipment or facilities occurs as a result of my or my family’s willful actions, neglect or recklessness, I acknowledge and agree to be held liable for any and all costs associated with any actions of neglect or recklessness.

In the event that any provision contained within this release of liability shall be deemed to be severable or invalid, or in any term, condition, praise 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 so long as the clause severed does not affect the intent of the parties. If a court should find that any provision of this agreement to be invalid or unenforceable, both that by limiting said provision it would be come valid and enforceable, then said provision shall be deemed to be written , construed and enforced as so limited.

In the event of any emergency, please contact the following person(s) in the order presented:

Parent or Legal name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Participant’s Address\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Parent phone\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Child’s Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Child’s age \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

List of food allergies \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Medical allergies \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Second Childs name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Child’s age \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

List of food allergies \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Medical allergies \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Emergency Contact Contact Relationship Contacts Telephone

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date

I hereby certify that I am the parent of guardian of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_named above, and do herby give my consent without reservation to the foregoing on behalf of this individual.

Parent/Guardian Name:

Relationship to Minor

Signature Date