Waiver and Release of Liability

**Child’s Name:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ **Date of Service:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Service Provider/Company:** Northeast Montessori School, LLC

**Services**: Childcare

I, ON BEHALF OF MYSELF AND MY DEPENDENTS, HEREBY ASSUME ALL OF THE RISKS OF REQUESTING THIS SERVICE, including by way of example and not limitation, any risks that may arise from contracting COVID-19 from my service provider, gross negligence, negligence or carelessness on the part of the Northeast Montessori School and releasing Northeast Montessori School from any and all liability from any and all medical conditions, viruses, of Northeast Montessori School, contracting such viruses from Northeast Montessori School. This waiver and release of liability covers any negligence or gross negligence in relation to exposing myself, family, dependents, and anyone I come in contact with to the COVID-19 virus from Northeast Montessori School.

I am responsible for determining whether myself or my child is physically and medically able to allow Northeast Montessori School to provide childcare. I am responsible for determining whether a physical or medical examination should be undertaken before myself, or my dependents participate in the services being provided and I will abide by any determination, limitation, or recommendation that may be issued by my medical or health care provider. Before, during, and after the services, I am solely responsible for determining myself and my dependent’s health and physical status and whether myself, or my dependents can or should discontinue my participation in the services, or take other actions, to protect my own and my dependents, health or safety. Northeast Montessori School assumes no duty to myself, family, dependents or anyone I come into contact with to ensure my physical or medical ability to participate in the services, whether before, during, or after the services.

I acknowledge that this Waiver and Release of Liability Form will govern my actions and responsibilities at said services, activity or event.

In consideration of providing services to me and/or my dependents, I hereby take action for myself, dependents, my executors, administrators, heirs, next of kin, successors, and assigns as follows:

(A) I WAIVE, RELEASE, AND DISCHARGE from any and all liability, including but not limited to, liability arising from the negligence or fault of the entities or persons released, for my death, disability, personal injury, property damage, property theft, or actions of any kind which may hereafter occur to me including my traveling to and from this event, THE FOLLOWING ENTITIES OR PERSONS: Service Provider and its directors, officers, employees, representatives, employee, and agents;

(B) I INDEMNIFY, HOLD HARMLESS, AND PROMISE NOT TO SUE the entities or persons mentioned in this paragraph from any and all liabilities or claims made as a result of participation in this service, activity or event, whether caused by the negligence of release or otherwise. Myself and my dependent’s participation in the services is voluntary.

I acknowledge that Northeast Montessori School and its directors, officers, employees, representatives, and agents are NOT responsible for the contamination, errors, omissions, acts, or failures to act of any party or entity conducting in providing childcare services for my child and or children.

I acknowledge that this activity, event or service may carry with it the potential for death, or serious injury.

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 CERTIFY THAT I HAVE READ THIS DOCUMENT, AND I FULLY UNDERSTAND ITS CONTENT. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT AND I SIGN IT OF MY OWN FREE WILL.

ON BEHALF OF MYSELF AND MY DEPENDENTS

Print Name(s):\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature(s): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

List Dependents: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_