



Liability Waiver Form

I represent and warrant to Cedar Saplings Preschool (“Cedar Saplings”) the following:

- I am the parent or legal guardian of Participant and have the legal authority to enter into this agreement on his or her behalf;
- Participant is in adequate health to participate in outdoor physical activities (the “Activities”) while class is in-session;
- I understand that the Activities will include running, jumping, and other physical activities that potentially involve risk of injury;
- I consent to Participant receiving reasonable medical attention and first aid at Cedar Saplings if such treatment is warranted and for Cedar Saplings to arrange for emergency transportation to an appropriate health care facility, if needed.
- I understand that all expenses for any medical costs incurred for my child will be my responsibility.
- I understand that if Participant requires the use and administration of an epi-pen, I am responsible to ensure that the epi-pen is with my child and readily accessible.
- I release all photos of participant taken by or on behalf of Cedar Saplings for marketing purposes.

ASSUMPTION OF RISK

I fully understand the risks of the activities and take full responsibility for any damages, liabilities, losses, or expenses that participant incurs arising out of or relating to the activities.

I, for myself and on behalf of participant, forever hold harmless, waive, release, covenant not to sue, and discharge Cedar Saplings and its directors, officers, members, employees, volunteers, and agents (collectively, the “Cedar Saplings parties”) from any and all claims for any injury, including without limitation, personal, bodily or mental injury or death, economic loss or any damage arising from or related to: (i) participant’s participation in the program and the activities; (ii) any act or omission of a Cedar Saplings party, other than gross negligence or willful misconduct; (iii) the condition or design of, or any defect in, any building or equipment used by the Cedar Saplings parties; or (iv) any medical attention or treatment administered to participant, including without limitation, administration or use of an epi-pen.

INDEMNIFICATION

I agree to hold harmless, defend and indemnify the Cedar Saplings Parties from and against: 1) any claims arising from or related to injury or loss due to Participant's participation in Class and the Activities; and 2) any claims of peers, rescuers, or others arising from or related to Participant's participation or conduct in Class and the Activities. "Claims" include all actions and causes of action, costs, losses, claims, expenses, and damages, including legal fees and related expenses. This agreement shall survive the expiration or termination of Class and the Activities.

SEVERABILITY

If any provision of this agreement is determined by a court of competent jurisdiction or arbitrator to be unenforceable, void, or unlawful, then that provision shall be severed from this agreement and shall not affect the validity or enforceability of any remaining provision.

INTEGRATION

I agree that this agreement supersedes all previous oral or written promises or agreements regarding Class or the Activities, and that this agreement will not be modified unless I or Cedar Saplings consent in writing.

FULL KNOWLEDGE

I represent that I have carefully read, understand, and voluntarily sign this agreement and acknowledge that it is binding on me, Participant, and other family members or guardians of Participant, as well as my and Participant's heirs, trustees, assigns, administrators, receivers, executors, estate, agents, and representatives, and that it may be pled as a bar and defense to any action or other proceeding that I or Participant may assert arising out of or related to Class or the Activities.

Name of Participant (Student)

Date

Name of Parent

Signature