



KIDDY KOLLEGE CHILD CARE CENTER

RELEASE AGREEMENT

The below release form is an agreement between _____ (Parent/Legal Guardian) and Tomlins LLC, DBA: Kiddy Kollege Child Care Center (hereinafter, "Kiddy Kollege"). This form applies to the following child(ren) enrolled in care with Kiddy Kollege:

Name: _____	DOB: _____

PHOTO RELEASE

As the parent and/or legal guardian I grant to Kiddy Kollege, the right to take photographs the above named children, myself, and my family in relation to childcare activities and activities including but not limited to field trips. I authorize Kiddy Kollege, its assigns and transferees to copyright, use and publish the same photos in print and/or electronically. I understand that Kiddy Kollege may use such photographs of me without my name and for any lawful purpose, including for example such purposes as publicity, illustration, advertising, and Web content.

_____ Parent/Legal Guardian Signature	_____ Date
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GENERAL RELEASE

Liability Release: In consideration of allowing the previously declared participant(s) to begin participation in Kiddy Kollege Child Care Center activities, while on the premises and property of said Center, the undersigned, for themselves, and/or being the legal and acting guardian of participant(s), acting for themselves and on behalf of the participant(s), release and hold harmless Kiddy Kollege Child Care Center LLC and their owners, employees, and agents of and from any and all liability, claims, demands, and causes of action whatsoever, arising out of or related to any loss, damage, or injury, including death, that may be sustained by the participant and/or the undersigned, while in or upon the premises upon which Kiddy Kollege Child Care Center is conducted, or any premises under the control and supervision of Kiddy Kollege Child Care Center, its owners, officers, employees, or agents or in route to or from any of the said premises, or while at any premises or place when activities sponsored by or participated in by Kiddy Kollege Child Care Center, its owners, officers, agents, or employees.

Assumption of Risk: Participation in physical activities can involve motion, rotation, and height in a unique environment and as such carries with it a certain assumption of risk. The undersigned and the participant(s) choose to voluntarily enter upon said premises under the control of said limited liability company, knowing their present condition and knowing that said condition might become more hazardous and dangerous during the time the participant or the undersigned is upon said premises. The undersigned and the participant(s) voluntarily assume any and all risks of loss, damage, or injury that may be sustained by the participant(s) and/or the undersigned or any property owner by them while on or upon said premises above. The limited liability company may, but shall not be obliged to carry insurance on the participant(s) and the existence of insurance shall not change, alter, or increase the liability of the LLC to the participant(s) and the undersigned or affect the terms of this Release. In signing the Release, the undersigned acknowledges:

- a. That they have read thoroughly, understands completely the terms of Registration and Release, and signs it voluntarily.
- b. That the undersigned signing either for themselves, or as Legal Guardian is, in fact, the true and legal guardian and has the consent of the participant(s).

Transportation Release: I give permission for my child to be transported either by Kiddy Kollege Child Care Center transportation or by other commercial or public transportation for field trips or to school.

Authority to Enter Agreement: Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority make this Agreement and bind each respective Party.

Amendment/Modification: No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

Waiver: No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual right by custom, estoppel, or otherwise.

Attorneys' Fees and Costs: If any legal action or other proceeding is brought in connection with this Agreement, the successful or prevailing Party shall be entitled to recover reasonable attorneys' fees and other related costs, in addition to any other relief to which the Party is entitled.

Entire Agreement: This Agreement contains the entire agreement between the Parties related to the matters specified herein, and supersedes any prior oral or written statements or agreements between the Parties related to such matters.

Severability: If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

Applicable Law: This Agreement shall be governed by the laws of the Kansas.

_____ Parent/Legal Guardian Signature	_____ Date
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_____ Kiddy Kollege Authorized Personnel Signature	_____ Date
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