

RELEASE AGREEMENT

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

Name: _____ DOB: _____
Name: _____ DOB: _____
Name: _____ DOB: _____

PHOTO

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.

GENERAL

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.

POOL

In consideration of being permitted to use the pool and facilities, the undersigned acknowledges and agrees to the following:

1. Participant will abide by all policies and procedures regarding swimming pool activities;
2. Risks and damages exist during swimming activities. These risks include physical injuries, psychological injuries and even the possibility of loss of life;
3. I hereby understand the all of the assumed risks of my child(ren) participating in the swimming pool activities and will hold the owner/operator and its employees, agents, officers, trustees and affiliates harmless from any and all liability, actions, demands, damages, expenses, costs, claims and causes of action of the possible nature in respect of injury, death, loss or damage to my child, children entrusted to my care or property however caused as a result of or in any way relating to my activities in the swimming pool and around the pool area;
4. I further agree to indemnify and hold harmless the owner/operator, its employees, agents officers, trustees and affiliates from and against any and all liability incurred as a result of or in any manner related to my child's participation in swimming pool activities;
5. If, despite the signing of this waiver, a lawsuit is brought against the owner/operator, its employees, agents officers, trustees and affiliates in relation to participation in the swimming pool activities, I agree to pay for any and all court costs and attorneys fees incurred as a result of such litigation;
6. I also declare that am under the influence of any chemical substance including alcohol at the time of the signing of this release or at the time of participation in pool activities;
7. I agree that if any provision of this release is found to be unenforceable or invalid in any way, the remaining provisions will remain in force and effect;
8. I fully understand that swimming pool activities involve a certain level of risk of injury. My child's participation in these activities and my signing of this waiver are completely voluntary.

TRAMPOLINE PARK

Urban Air Trampoline Park has an online waiver that we are unable to print, so we ask that you visit the website to read their Waiver of Liability.

<https://www.smartwaiver.com/w/547c8aa53d388/kiosk/>

By signing this form you are acknowledging that you have read Urban Air's Release of Liability Waiver and give consent for your child to attend.

ACKNOWLEDGEMENT

Parent/Legal Guardian Signature

Date

Kiddy Kollege Authorized Personnel Signature

Date