

THE LOVED CHILD, LLC

Waiver and Release Form

In consideration for being permitted in participating in activities and classes at THE LOVED CHILD, LLC, and use of the facilities at 173 Belmont Street in Belmont, and on behalf of my minor child/children identified below, I _____, the parent or legal guardian of _____, accordingly agree to WAIVE AND RELEASE, indemnify, hold harmless and forever discharge THE LOVED CHILD, LLC and its agents, employees, officers, directors, members, affiliates, successors and assigns, of and from any and all claims, demands, debts, contracts, expenses, causes of action, lawsuits, damages and liabilities, of every kind and nature whether known or unknown, in law or equity, that I, my child(ren), family members, caregivers or guardians ever had or may have, arising from or in any way related to their participation in any of the events or activities conducted by, on the premises of, or for the benefit of THE LOVED CHILD, LLC at THE LOVED CHILD, LLC. The use of premises above mentioned shall include the facilities at 173 Belmont Street in Belmont.

I also understand that this waiver of liability does not apply to any acts of gross negligence, or intentional, willful or wanton misconduct. THE LOVED CHILD, LLC

I hereby give consent for my child(ren) to fully participate in all activities offered by THE LOVED CHILD, LLC during class. I understand that these activities include, but are not limited to, art projects using paint, crayons, markers, pencils, stickers, paper etc; sensory projects using sand, moon sand, water, pom poms, contact paper, fabrics, etc; gross motor play using slides, tunnels, balls, etc and the use of all toys and materials that THE LOVED CHILD, LLC uses for the class. I understand the nature of the program, events and activities and my child(ren)'s experience and capabilities and believe he and/or she to be qualified to participate and any limitations that I or my child(ren) may have, and any activities where I or my child(ren) may be prohibited, are noted below.

On behalf of myself, child(ren), my heirs, assigns and next of kin, as well as any caregiver, family member of guardian, waive all claims for damages, injuries and death sustained to me or my property, that I for said child(ren) may have against the aforementioned releases party to such activity. In spite of the risks mentioned above I freely want to participate and want my child(ren) to participate in the aforementioned activities.

By this waiver, I, on behalf of said child(ren) and other parties such related as mentioned above, assume any risk, and take full responsibility and waive and relinquish any and all claims of any sort whether in tort, contract, equity or otherwise including any claims of personal injury, death or damage to personal property associated with THE LOVED CHILD, LLC and the facilities at 173 Belmont Street in Belmont including, but not limited to, the above mentioned activities. **I understand that THE LOVED CHILD, LLC may take pictures and/or video of my child(ren) participating in events and programs. THE LOVED CHILD, LLC may use my child(ren)'s photographs, images, and/or likeness for any print or web advertising or other promotional purposes, unless I notify THE LOVED CHILD, LLC to the contrary.**

I understand that THE LOVED CHILD, LLC has rules and policies set in place to provide a safe and kid-friendly atmosphere. In registering for, and participating in, the programs and services provided by THE LOVED CHILD, LLC, I understand that my child(ren) and I must adhere to and follow any rules and policies as well as terms and conditions set forth by THE LOVED CHILD, LLC. At the discretion of the owners, management and/or staff, THE LOVED CHILD, LLC reserves the right to deny service to anyone.

I understand that THE LOVED CHILD, LLC is not responsible for loss, damage, or theft of personal belongings left unattended at 173 Belmont Street, Belmont.

This Waiver and Release contains the entire agreement between the parties, and supercedes any prior written or oral agreements between them concerning the subject matter of this Waiver and Release. The provisions of this Waiver and Release may be waived, altered, amended or repealed, in whole or in part, only upon the prior written consent of all the parties.

The provision of this Waiver and Release will constitute in full force and effect even after the termination of the activities conducted by, on the premises of, or for the benefit of , THE LOVED CHILD, LLC, whether by agreement, by operation of law, or otherwise.

By signing this Waiver and Release, I and my child(ren), each hereby jointly and severally agree to defend, indemnify and hold harmless THE LOVED CHILD, LLC and 173 Belmont Street in Belmont, against any claim resulting from, arising out of or in any way connected with my or my child(ren's) presence in and or use of the facilities provided by THE LOVED CHILD, LLC and I agree that any dispute or claim arising in any way or in connection with the Agreement and/or the use of or presence in the facilities provided by THE LOVED CHILD, LLC and 173 Belmont Street in Belmont shall be decided by action in the Commonwealth of Massachusetts.

I and my child(ren) have a responsibility to ourselves and to others to conduct ourselves in a safe manner. If we are unsure what our responsibilities are at any time, we will ask an authorized member of THE LOVED CHILD, LLC.

Parent and Guardian Information

Print name of adult:

Address:

Email:

Home Phone:

Cell Phone:

Participant Information:

Name of Participant:

Age of Participant:

Signature of Parent/Legal Guardian _____

Date _____