

# Kids SmART, Inc.

"From the Smarts to the Arts,  
developing the whole child!"

## PARENT HANDBOOK

Kids SmART Office: 720-550-6728

Licensed for children ages 5-14yrs old



# Kids SmART, Inc.

Your on-site Before and After School Provider

## MISSION

Kids SmART, Inc. is a company founded on the vision that every child deserves the opportunity to grow and thrive in a safe and nurturing environment. They deserve an environment where they are encouraged to discover themselves and are able to develop to their full potential. Kids SmART, Inc. also believes in a holistic approach where open communication is important between the Kids SmART staff, the child's parents, teachers and the school administration to ensure the common goal of each child's success in their educational growth. Kids SmART offers a program fee structure that is flexible as well as affordable for families that have the need for care.

## PURPOSE

Kids SmART, Inc. provides care for children ages 5-14 years old before and after school, on most full days and throughout the summer. Our Before and After School programs are located directly at the elementary school. Full day and summer camp programs may be offered at a nearby program/school location. Our program activities encompass the 40 Developmental Assets. We offer a variety of choices that are safe and fun for each child and offer the opportunity for positive growth and learning at every turn. All of our programs are licensed by the State of Colorado's Department of Human Services. We follow all of the states guidelines and requirements and go above and beyond them to ensure a program of the highest quality.

## PARTICIPANTS

Kids SmART, Inc. welcomes all children enrolled in the school and within licensed age range to participate in our program. We also welcome other children that fall within the licensed age range to participate in the program, although we do not provide transportation to and from our program location. All children must comply with the rules of the program and may be dismissed without notice if they do not follow these rules. Children with special needs are welcome and our staff will do what we can within our licensed ability to make the necessary accommodations to provide adequate care for these children in compliance with the American with Disabilities Act and within the specifications of our licensure.

## STAFFING

Each of the Kids SmART, Inc. staff goes through an extensive process in order to join the Kids SmART team. They all must pass a background check, CBI and FBI fingerprint screenings, and an extensive interview and training process to ensure that they are equipped with the necessary skills to properly care for your children. The Directors must have a Bachelor's Degree with a child/adolescent emphasis or have adequate relevant experience to substitute. All staff members are certified in First Aid, CPR, and Standard Precautions as well as go through ongoing classes to further their training to help the children of the program thrive in a positive environment. The Kids SmART staff will always actively supervise every child of the program. There will be a maximum of 15 students for each staff member on site. During swimming field trips, there will be a lower ratio of 1:10.

## DAILY SCHEDULE SAMPLE

The activities each day will follow a general schedule to ensure consistency for the children. Please see your specific school flyer for program hours. Below is a sample schedule for the before and after school programs. This schedule may vary based on the children's needs and program times.

**AM PROGRAM:**

6:30-7:00	Children Arrive/Check-in
7:00-7:30	Activity Choice Time
7:30-7:45	Clean Up/ Breakfast
7:45-8:00	Clean-up and Walk Children to Classrooms

**PM PROGRAM:**

3:00-3:30	Roll call/Announcements
3:30-4:00	Snack/Social Time
4:00-4:30	Outside Time/ Gym Time
4:30-5:00	Homework Club
5:00-5:30	Choice Time (Arts/Crafts, Science Project, Drama, Gym Game)
5:30-6:00	Clean up/Go home

**ACTIVITIES**

**Roll Call:** Throughout every morning and afternoon, the staff will continuously ensure that all children are accounted for by doing head counts and conducting roll call. There will also be an accountability system to make certain each staff member knows the location of each child (in the gym, outside, etc.) throughout the program hours.

Every afternoon, the Kids SmART staff will do a roll call to check the children in to the program. The parents/guardians must sign their children up in advance for the program and therefore the staff know which children are supposed to attend. If there is a child that is signed up and is not there, the Kids SmART staff will seek out the child by checking with the office, their teacher and eventually will call their parents to ensure they are in a safe and approved activity or location. If your child is signed up to attend and you know they will not be there, please call the Director and let them know to avoid such a search.

If there is ever a situation where it is discovered that a child signed in with Kids SmART is not with a Kids SmART group and is lost, Kids SmART staff will do everything they can to locate the child. They will check all immediate areas that a child could possibly be. If the child cannot be located within 15 minutes, Kids SmART supervisors will be notified along with the parents/guardians. If they cannot be located after 30minutes, the authorities will be contacted to help in the search.

**Homework Club:** A homework club will be provided for the students in the program to allow the completion of their homework. They will receive assistance from the staff in an environment that is quiet and conducive to learning their assigned curriculum. There will be monthly incentives to encourage the children to complete their homework. If parents prefer their children to finish their homework at home, please let your director know and alternative activities will be provided during homework time.

**Snack Time:** Each afternoon, Kids SmART, Inc. will provide a small snack for your children if permitted. These snacks will be of nutritious value and be of appropriate serving size. Kids SmART cannot ensure that the snacks will be non-allergenic to every child, so it is IMPERATIVE that you fill out the allergy portion of the enrollment form. We will do our best not to serve foods that your child is allergic to. You are encouraged to send a snack with your child to be certain that it is enjoyable to them.

**Choice Time:** Kids SmART, Inc. provides choices throughout every morning and afternoon to allow the children to choose the activity that they prefer. These choices include various arts and crafts projects, gym time, drama, science projects, cooking projects and outside games.

**Television/Movies:** On rare occasions Kids SmART will offer a movie as a choice for the children. These movies will be age appropriate and be rated either G or PG, depending on the parental permission given on the enrollment forms.

**Field Trips:** During most non-school days, Kids SmART will offer full day programs for the children. These full day programs may be offered at another licensed Kids SmART facility. Please check parent table for specific information and possible variances in their full day policies. Throughout these full days, we may take the children on various field trips. Some of the excursions are: local swimming pools, amusement parks, the zoo, various tours, museums, and other child

**Commented [KS1]:** We'll have to look at if we can offer snack this year.

friendly outings. Kids SmART will always let the families know in advance where we are going, when we will be gone, and a phone number where we can be reached. We will get parental permission prior to the field trips. If a child arrives to the program after Kids SmART has left, the parent/guardian may contact the staff and drop the child off at the field trip.

Kids SmART will mainly use District school busses and will always have drivers that follow all of the required safety standards. This includes rules for riding in the bus, proper seating safety, and emergency procedures. For more specifics on these procedures, please review School District safety statutes. The Kids SmART staff on the field trips will each have a small group of children to actively supervise and will take extra precautions to ensure the safety of the children while on the field trips. The Kids SmART staff will also be riding on the bus with the children, and will be spread out to appropriately supervise them during transit.

### **DISCIPLINE**

Kids SmART, Inc. believes in positive reinforcement to encourage proper behavior. We will have a posted set of rules that the children must follow, in addition to their following of the rules of the school. These rules include, but are not limited to: be respectful to yourself, belongings, and others; keep your hands to yourself; clean up after yourself; and listen to the staff.

Although we believe that positive reinforcement decreases misbehavior substantially, there are still times where children act inappropriately. When this occurs, Kids SmART follows the subsequent steps to get the child back on track:

- 1) One-on-one discussion about the behavior.
- 2) Separation from the activity that caused the negative behavior.
- 3) Natural consequence depending on behavior (ie: no swings for a week if caught jumping off them).
- 4) Phone Call to parent or guardian/Behavior report/Write-Up (3 write-ups result in 2 day suspension from program).  
\*\*All write-ups are confidential and are not shared with other participants or families regardless of their involvement
- 5) Behavior Contract specifying behaviors and consequences as agreed upon by parents and staff.
- 6) Expulsion from program.

The above listed steps will be followed when possible. However, depending on the severity of the child's behavior, steps may be skipped. Kids SmART staff will never use any physical or emotional consequence against a child.

It is important to the Kids SmART staff that we work closely with families to ensure consistency with all children. For this reason, we may request a conference between staff and the parents/guardians, as well as the children. Parents may also request a conference with staff in regards to their children.

### **INCIDENTS/ILLNESS**

Whenever a child is injured and needs first aid treatment, the parent/guardian will be notified when they arrive to pick up their child. If it is a more severe injury, the parent/guardian will be immediately notified via telephone. The staff will also fill out an incident report form for the parent to sign. This form will be filed in the children's file. With any level of injury, the incident will be documented in the confidential Kids SmART staff communication log.

If a child is ill while in the program, they will be offered a quiet area with a blanket and mat to lie down and rest. If they have a fever, or seem as though they may have a communicable illness, the parent/guardian will be notified immediately and be expected to pick up their child. If it is discovered that a child with a communicable illness has exposed other children to this illness, all parents/guardians will be notified and if reportable, it will be reported to the Denver County Health Department pursuant to the regulations of the State Department of Public Health and Environment.

As a result of the heightened restrictions and guidelines implemented due to the COVID-19 Virus, all children must be kept out of household home/out of care for at least 14 days if anyone in the household exhibits symptoms of any kind including cough, runny nose, chest/nasal congestion,

fever, vomiting/diarrhea, or body aches. Parents/guardians must be available to pick children up within 30 minutes if Kids SmART staff see any of the aforementioned symptoms, and keep them home for at least 14 days (unless confirmed negative of COVID-19).

Once the COVID-19 Virus heightened guidelines and restrictions are lifted our policy will be adjusted to the following: No child will be allowed to attend the program if they are known to have a fever, have vomited in the previous 12 hours, or are presumed to have a communicable illness.

#### **MEDICATION**

A trained Kids SmART staff member will be on site to administer any medications that your child may need. Before being authorized to do so, you must provide Kids SmART with the following: 1) written order from physician; 2) written parental consent; and 3) medication in its original labeled bottle or container. See a Kids SmART staff member to obtain more specifics on what must be provided in order for us to administer. There will also be a nurse delegate available should an unknown medical issue arise. The nurse delegate will also ensure that the trained Kids SmART staff members are competent and able to administer your child's medication.

All medication must be checked in with a trained Kids SmART staff member. They will place it in a locked medication box where it will be stored until needed. If your child carries his/her own asthma inhaler, you must provide written parental consent and written authorization from the prescribing practitioner.

Topical preparations (ie: sunscreen) can be applied by the Kids SmART staff with written permission. See enrollment form to give sunscreen permission. Children are required to bring their own sunscreen (spray preferred), but if they have forgotten, Kids SmART may provide sunscreen with an SPF of at least 30. Kids SmART may ask that the child be picked up from the program if sunscreen is not provided and the program is scheduled to be outside for any length of time, thus creating an unsafe situation for the child.

#### **DIAPERING /TOILET TRAINING**

All children enrolled in Kids SmART Programs must be toilet trained in order to attend. In the event of an accident, Kids SmART will follow all proper hygiene methods to help clean-up and change clothes. If your child is prone to accidents, please send them with a change of clothes for us to keep on-site. If we are unable to sufficiently clean up the accident, you will be called to pick the child up.

#### **INCLEMENT WEATHER/SCHOOL CLOSURES**

Living in Colorado, there is always the chance that a snowstorm, tornado or other unpredicted circumstance will cause the school to close. If the school is closed for the full day, Kids SmART will also be closed. If the school goes on a late start schedule, Kids SmART is also required to adjust to that late opening schedule (usually 2hrs later) but will provide care until school starts at that later time at no additional charge. If the school ends early due to inclement weather, Kids SmART will NOT be open for the afternoon session. If you are in question as to whether Kids SmART program will be open, call 720-550-6728. Kids SmART will also post closures on their website at [www.kids-smart.com](http://www.kids-smart.com).

#### **EMERGENCY PROCEDURES**

If there is severe weather or other emergency (tornado, fire, etc.) during Kids SmART program hours, the Kids SmART staff will follow the on-site posted procedures for ensuring the safety of all the children. For all emergencies, Kids SmART will ensure all children are evacuated to the designated safe areas and kept there until the safety risk has been lifted. Drills will be completed monthly in order to ensure all children are aware of the evacuation process and locations. A specific plan will also be put in place for any children with special needs that may not be able to evacuate within guidelines of the general plan. In severe hot weather, the children of the program will also remain indoors.

#### **LOCKDOWN/EVACUATION PLANS**

In the unfortunate case of a lockdown, Kids SmART will account for all children, and confine them to a designated safe area. The staff will lock all outside doors/windows and keep children in a designated 'safe area' out of view of any threats. No children will be permitted to leave or enter during a time of lockdown, as called by the school, police, or other enforcement. When safety permits, parents will be notified of lockdown via phone/text/email.

If the school or other enforcement call for an evacuation of the area, Kids SmART will account for and take all children to the designated evacuation location. Please refer to the list attached to the back of this handbook for your school's evacuation location.

If safety permits, Kids SmART staff will contact parents during this evacuation to let them know we have left the on-site premises. Any child with special needs will be accompanied by a staff member to either walk/wheel slowly to evacuation site, or in an approved vehicle.

#### **REUNIFICATION PLAN**

If evacuation or lockdown is necessary, parents will be notified as soon as possible after the safety risk has been lifted and children can be safely reunited with their families. If Kids SmART needs to remain at an evacuation site, parents will be notified to pick up their children at that location.

#### **HOURS OF OPERATION**

Kids SmART is licensed to operate from 6:30am until 6:00pm. No child is allowed to be left with a Kids SmART employee until at least 6:30am.

If a child is not picked up in the evening by 6:00pm, a late fee of \$1 per child per minute will be assessed. This late fee will be due immediately upon pick up of the child, and payable to the Kids SmART staff member staying late with the child. If the child is not picked up by 6:15pm, the parents/guardians/authorized adults will be notified that the child is still in the care of a Kids SmART staff member. If the child is not picked up by 6:30pm and no authorized adult can be contacted, authorities will be notified.

Kids SmART will operate the before and after school programs every day that school is in session. If/when there is a partial non school day where only some children have school, Kids SmART may offer a midday program starting 30min after school starts and ending 30min prior to the school day ending. On days that the children do not have school, Kids SmART will generally offer a full day program. Kids SmART will provide the program from 6:30am until 6:00pm on these days at a predetermined Kids SmART location. When the District is closed and care must be at a Rec Center (not a school), care cannot open until 7:00am. On major holidays that fall during the week, Kids SmART will be closed. These days include, but are not limited to: Independence Day, Labor Day, Thanksgiving Day and Friday after, Christmas Day, and New Years Day.

#### **VISITOR POLICY**

All visitors must check-in with a Kids SmART Staff member and sign the visitors log. If a visitor doesn't follow Kids SmART guidelines of appropriate behavior, they may be asked to leave. If a visitor comes to the program often, they will be asked to become an official volunteer and produce proper paperwork and background checks to be cleared to consistently visit the program.

#### **SIGNING YOUR CHILDREN IN AND OUT**

Every morning that you drop your child off, you are required to come to the designated check in area to check your child in to the program. You must do this by using your predetermined PIN codes on the Kids SmART Procure computer. In the afternoons, you are also required to come in and check your child out of the program using the same process and pin codes on the computer. Only those who are authorized (per the enrollment form) to pick up the child will be allowed to take the child from the program. If someone arrives who is not previously authorized to pick up the child, the parent/guardian will be contacted to get authorization. If authorization is not given or the parent cannot be reached, the child will not be released to this individual and they will be asked to leave the premises.

If anyone comes to pick up the children and the staff do not know them, their ID will be checked, and their name will be compared to the "authorized pick-up list" on the child's enrollment form. They will then be required to set up registration PIN codes to properly clock the children out.

Prior to leaving the facility, the Kids SmART staff will ensure that all children are gone by checking to see that all children have been checked out, as well as check all areas of the program.

#### **FEES and PAYMENT SCHEDULE**

Please refer to your specific school flyer for pricing. An attendance schedule and payment are due in advance of the child's attendance for planning, staffing, and budgeting purposes. An attendance schedule calendar will be available for you to fill out and turn in with your payment. There is also one available on our website for online submittal. At this time, payment and schedules are due each Wednesday for the upcoming week, though this process is subject to change and parents will be notified of scheduling requirement changes. If payment is received for the upcoming month by the 25<sup>th</sup> of the previous month an additional 10% discount will be given. This discount excludes Winter and Spring Breaks and possible other non-school days. Cash, Money Orders, checks and credit/debit cards are accepted on-site. You are also encouraged to set up a Tuition Express account where you can pay directly into your account online (see your Director to get an email invitation for this service). Bounced/Returned checks and declined Credit Card Payments will result in a \$35 fee

**Late Fees:** \$5 per day after the tuition due date will be assessed until payment is received. If payment is not received the account may be suspended or sent to collections. In addition, if a family account exceeds \$100, the children will be suspended from program until balance is paid down and a payment plan is set up. If the account remains delinquent for 90 days, Kids SmART will assign the account to collections with added late fees totaling \$300. Being sent to collections will result in negative action on payer's credit and permanent expulsion from any Kids SmART Program.

**Absences:** For families paying out of pocket for care, absences will not be credited or transferred to a different day. For CCAP families, absences beyond the covered amount by CCAP will be charged to the family unless notice of absence is received by the Wednesday prior to the upcoming week. This is in alignment with the policy for those paying out of pocket.

**Credits/Refunds:** No refunds or credits will be given. In extenuating circumstances, such as a serious illness, the death of a close relative, or government mandated program/facility closure where credit/refund is approved, credit or refund request must be received within 30 days of the scheduled care and a \$20 service fee will be assessed.

**Drop-in Fees:** If your child is not signed up and payment made to attend the program by the Wednesday prior to the week of attendance, and they need to attend, you must notify the Director of your school's program. If there is room in the program that day, they may attend for an additional \$4.00 drop-in fee for before school care, \$4.00 drop-in fee for after school care, and \$8.00 drop-in fee for full day care on non-school days.

**Registration Fees:** School Year Registration Fee is \$50.00 per child or \$100.00 per family. The registration fee is assessed every August, or on first date of registration for the school year programs.

**Discounted Rates:** Various discounts will be given to those families that qualify.

**F/R Rate:** If your child qualifies for F/R lunch, they must turn in copy of approval to receive discount. Jeffco/DPS employees also receive the F/R rate.

**CCAP:** All forms of government subsidies (CCAP, TANIFF) will be accepted. For those families on CCAP, the monthly parental fee is due by the 1<sup>st</sup> of the month for the upcoming month. Children are not allowed to attend until Kids SmART receives their approval. The Denver County CCAP number is: 720-944-KIDS. Our license number is listed on the school specific flyer.

#### **HOW TO ENROLL**

In order to enroll with the Kids SmART, Inc. programs, you must completely fill out the enrollment form, emergency form, and turn in a copy of your child's current immunization records at least one business day before your child attends. With these forms, you must turn in payment for the registration fee as well as tuition payment and schedule for the current and upcoming sessions.

If the program is full, your name will be placed on the waiting list and you will be notified when an open spot becomes available.

#### **WITHDRAWAL/DISMISSAL FROM PROGRAM**

If you choose to remove your child from the program, a two week notice is required to allow for the parents on the waiting list to prepare to enroll in the program.

Kids SmART, Inc reserves the right to dismiss anyone from the program without any notice.

If Kids SmART discontinues care for any reason, all parents will be notified via either email or telephone.

#### **COMPLAINT POLICY**

To file a complaint about this facility, you may call or write: Colorado Department of Human Services, Division of Child Care 1575 Sherman Street Denver, CO 80203 303-866-5958

#### **CHILDREN'S BELONGINGS**

The children in the program are allowed to bring appropriate personal belongings to the program. All items brought to the program are at your own risk and must be labeled with their name to limit theft and loss. Kids SmART is not responsible for any damage, loss, or theft of the child's personal belongings. If any of the belongings present a problem in the program, it will be taken from the child and given to the parent when they arrive to pick up their child. This includes cell phones.

#### **CHILD ABUSE**

Under the "Child Protection Act of 1987" in the Colorado Children's Code, child care center workers are required to report suspected child abuse or neglect. The law at 19-3-304 states that if a child care worker has "reasonable cause to know or suspect that a child has been subjected to abuse or neglect or who has observed the child being subjected to circumstances or conditions which would reasonably result in abuse or neglect shall immediately report or cause a report to be made of such fact to the county department or local law enforcement agency." All suspected child abuse cases will be reported to: 303-271-4131.

Any significant changes to the previously listed policies/procedures will be posted immediately.

We look forward to caring for your children and developing a relationship with your family and the school community!





### EVACUATION SITES

Bryant Webster: Our Lady of Mt Carmel Church-3549 Navajo St Denver

Columbian: Ashland Rec Center -2475 W Dunkeld Pl Denver

Compass: Fairmount Bible Church-15100 W. 48th Ave. Golden

Deane: Red Rocks Church-5810 W Alameda

Denison: Force Elementary-1550 S Wolff St Denver 80219

Eiber: Lakewood High School-9700 W 8<sup>th</sup> Ave Lakewood 80215

Edgewater: USPS-1990 Depew St Lakewood

GH: Green Mountain Church-10700 W Exposition Dr

Gust: Sabin Elementary School -3050 S Vrain St, Denver, CO 80236

Lasley: Central Bible Church-1490 S Pierce St Lakewood

Lumberg: Edgewater Elementary-5570 W 24<sup>th</sup> Ave Edgewater

Parr: Fairfields Commons Shopping Center-1st/Wadsworth

Pascual/RMP: St Anthony of Padua Catholic Church- 3801 W Ohio Ave  
Denver

Slater: Charles E. Whitlock Rec Center -1555 Dover St. Lakewood 80215

Stein/Emory: Link Rec Center -1295 S Reed St Lakewood

Sunshine Peak: Volunteers of America- 601 S Irving St Denver

Wilmore Davis: Wardel Pet Supply-7610 W 42<sup>nd</sup> Ave Wheat Ridge

## Kids SmART, Inc.

### WAIVER AND RELEASE OF LIABILITY

IN CONSIDERATION OF the risk of illness that exists while participating in Kids SmART, Inc. programs, and in consideration of my desire for my child/children to participate;

I HEREBY knowingly and voluntarily enter into this waiver and release of liability and hereby waive any and all rights, claims, or causes of action of any kind arising out of my participation and/or my child's participation in child care with Kids SmART, Inc (referred to as the activity).

I HEREBY release and forever discharge Kids SmART Inc. and their staff from any fault of illness that I or my child/children may encounter as a direct result in my desired participation in child care with Kids SmART, Inc.

MY CHILD/CHILDREN AND I ARE VOLUNTARILY PARTICIPATING IN CHILD CARE WITH KIDS SMART, INC. AND ARE PARTICIPATING ENTIRELY AT OUR OWN RISK. I AM AWARE OF THE RISKS ASSOCIATED WITH PARTICIPATION WHICH MAY INCLUDE BUT ARE NOT LIMITED TO: PHYSICAL OR PSYCHOLOGICAL INJURY, PAIN, SUFFERING, SEVERE AND/OR MODERATE ILLNESS, TEMPORARY OR PERMANENT DISABILITY, ECONOMIC OR EMOTIONAL LOSS, AND DEATH. I ASSUME ALL RELATED RISKS, BOTH KNOWN AND UNKNOWN, OF PARTICIPATION IN THIS ACTIVITY FOR BOTH MYSELF AND MY CHILD/CHILDREN.

In signing this agreement, all parties agree to the following adjusted terms of the Program due to heightened restrictions and guidelines implemented due to the COVID-19 Virus:

\*Agree to keep all children of household home/out of care for at least 14 days if anyone in the household exhibits symptoms of any kind including cough, runny nose, chest/nasal congestion, fever, vomiting/diarrhea, or body aches.

\*Agree to pick children up or relieve in-home care worker within 30 minutes if Kids SmART staff see any of the aforementioned symptoms, and keep them home for at least 14 days (unless confirmed negative of COVID-19).

\*Agree to pick children up or relieve in-home care worker within 30minutes if Kids SmART staff deem child exhibiting any unsafe behaviors of any kind, specifically relating to personal and respiratory hygiene practices and social distancing.

\*If in-home care, agree to schedule online by Wednesday prior for upcoming week and agree to pay for all time reserved regardless of actual time utilized/needed. If care is needed longer than scheduled, agree to confirm overtime availability prior to care extension and agree to pay additional hours (no proration of partial hours) of +\$5/hour overtime.

\*Agree to pay in full at least one week in advance to ensure proper funding of programming to facilitate it's continued opening and ability to provide resources for proper staffing and programming. Fees noted on separate care flyer, and it is assumed payer knows rate prior to scheduling. CCAP is not currently an option for in-home nanny care service.

I HEREBY ACKNOWLEDGE THAT I HAVE CAREFULLY READ AND UNDERSTAND THIS WAIVER, AGREEMENT, AND RELEASE OF LIABILITY. I EXPRESSLY AGREE TO RELEASE AND DISCHARGE KIDS SMART, INC. AND ALL OF ITS STAFF FROM ANY AND ALL CLAIMS OR CAUSES OF ACTION. I AGREE TO VOLUNTARILY GIVE UP OR WAIVE ANY RIGHT THAT I OTHERWISE HAVE TO BRING LEGAL ACTION AGAINST KIDS SMART, INC. THIS WAIVER AND RELEASE OF LIABILITY SHALL REMAIN IN EFFECT FOR THE DURATION OF MY PARTICIPATION IN THIS ACTIVITY AND ALL SUBSEQUENT EVENTS AND PARTICIPATION.

Both participants, and Kids SmART, Inc. agree that this agreement is clear and unambiguous as to its terms, and that no other evidence shall be used or admitted to alter or explain the terms of this agreement, but that it will be interpreted based on the language in accordance with the purposes for which it is entered into.