



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.

I HEREBY certify that I am the parent or guardian of _____, and do hereby give my consent without reservation to the foregoing on behalf of this individual.

Parent/Guardian Name: _____

Relationship to Minor: _____

Parent/Guardian Signature: _____

Date: _____

