



## INA A. COLEN ACADEMY BEFORE AND AFTER CARE WAIVER OF LIABILITY AND RELEASE OF CLAIMS

I, \_\_\_\_\_, (the "Parent/Guardian"), for myself and behalf of my child, \_\_\_\_\_ (the "Participant"), agree to allow the participant to participate in the Ina A. Colen Academy Before and After Care being provided by Ina A. Colen Academy LLC, a Florida limited liability company at 5080 SW 66th Ct. Rd. Ocala, FL 34474 (the "Released Party"), as detailed further below:

### **ACKNOWLEDGEMENT OF RISKS**

**The Parent/Guardian understands that there are certain dangers, hazards and risks (foreseen and unforeseen) inherent in the participant attending and participating in the Before and After Care Program, including, without limitation, personal injury, death, permanent disability, disease, sickness, property damage, claims, losses, liabilities, and expenses of any kind and other similar dangers which the Participant could suffer as a consequence of his/her participation in the Before or After Care Program.**

**Parent/Guardian voluntarily agrees to assume all hazards, dangers, and risks and accept sole responsibility for any injury to the Participant or the Parent/Guardian that may arise in connection with the Participant's attendance and participation in the Before or After Care Program or any related activities.**

### **WAIVER OF LIABILITY**

**The Parent/Guardian, on behalf of himself/herself, and on behalf of the Participant, hereby releases, covenants not to sue, discharges, and agrees to hold harmless the Released Party, their employees, agents, and representatives, of and from all claims, liabilities, actions, damages, costs or expenses of any kind, including attorney's fees, arising out of relating to the Participant's participation in the Before or After Care Program and any related activities. I understand and agree that this release includes any claims based on the actions, omissions, or negligence of the Released Party, its employees, agents, and representatives and any claims that might accrue during any activity, including travel to and from the Before or After Care Program.**

### **COMPLIANCE WITH RULES**

**During attendance and participation in the Before or After Care Program, the participant will act in a responsible manner and will abide by the instructions of any Before or After Care Program personnel and will comply and follow the rules and regulations of the Released Party or otherwise applicable to Ina A. Colen Academy.**



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**NOTICE TO THE MINOR CHILD’S NATURAL GUARDIAN**

**READ THIS FORM COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO LET YOUR MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT, EVEN IF THE RELEASED PARTY USE REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE YOUR CHILD MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THIS ACTIVITY BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE ACTIVITY WHICH CANNOT BE AVOIDED OR ELIMINATED. BY SIGNING THIS FORM, YOU ARE GIVING UP YOUR CHILD’S RIGHT AND YOUR RIGHT TO RECOVER FROM THE RELEASED PARTY IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO YOUR CHILD OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THE ACTIVITY. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND THE RELEASED PARTY HAVE THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM. NOTHING IN THIS RELEASE SHALL BE CONSTRUED AS A WAIVER OF THE RELEASED PARTY’S SOVEREIGN IMMUNITY RIGHTS.**

**ACKNOWLEDGEMENT**

**BY SIGNING BELOW, YOU ACKNOWLEDGE THAT YOU HAVE READ AND AGREE TO THE TERMS OF THIS WAIVER OR LIABILITY AND RELEASE OF CLAIMS.**

\_\_\_\_\_  
**Parent/Guardian Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Parent/Guardian Print Name**

\_\_\_\_\_  
**Participant’s Name**