

RELEASE AND WAIVER OF LIABILITY

I, _____, (parent/guardian) hereby execute this Release and Waiver of Liability (“Release”) on behalf of myself and my child, _____, (“Child”) for the benefit of Infant Toddler Services of Johnson County, its successors, assigns, partners, shareholders, affiliated affiliates, employees, volunteers, agents, and representatives, and those acting under its permission or on its authority (collectively referred to as “ITSJC.”)

In consideration of my Child’s participation in the _____ (“Activity”), I represent that I understand the nature of the Activity and that my Child is qualified, in good health, and in proper physical condition to participate in the Activity. I warrant that I have made this assessment independently or, where proper, with the guidance of proper medical authorities and that I have not relied on any statement, assessment, or other representation by ITSJC in concluding that the Activity is safe and appropriate for my Child. I acknowledge that, if I believe the event conditions are unsafe, I will immediately discontinue participation in the Activity.

I understand and acknowledge that this Activity involves risks, including, but not limited to, bodily injury, permanent disability, paralysis, and death. I understand that these risks may be caused or contributed to by my own actions, actions by others participating in the Activity, the conditions in which the Activity takes place, or the negligence of others, including ITSJC. I further understand and acknowledge that there may be other risks not known to me or not readily foreseeable at this time. In signing this Release, I accept and assume these risks and all responsibility for losses, costs, and damages that I may incur because of my participation in the Activity.

By signing this Release and consenting to my Child’s participation in this Activity, I, on behalf of myself, my Child, and all successors and assigns, hereby release, discharge, and covenant not to sue, ITSJC, other participants, volunteers, and any sponsors, or advertisers (the “Releasees”) from all liability, claims, demands, losses, cause of action, or damages, whether known or unknown, that I may incur, or my Child may incur, as a result of or in connection with my Child’s participation in the Activity (the “Released Claims.”) I further agree to indemnify and hold ITSJC harmless against any claim for damages, compensation, or otherwise, and agree to reimburse or make good for any loss, damages, costs, or attorneys’ fees, that ITSJC may incur in any litigation arising out of any Released Claim made by myself, my Child, or by anyone on our behalf.

By signing this Release I represent that I am 18 years of age or older and that I am the Parent or Guardian of the Child and I am free and fully authorized to grant this Release on behalf of myself, my Child. This Release contains the entire agreement between the parties. I have read this Release, fully understand its terms, and I execute it voluntarily without any inducement or assurances of any nature. This Release is intended to be a complete and unconditional release of all liability to the greatest extent allowed by law.

Signature of Parent

Date