

## **ACKNOWLEDGMENT AND ASSUMPTION OF RISKS, AND RELEASE AND INDEMNITY AGREEMENT FOR ENROLLMENT AND ATTENDANCE AT WPELC**

### **I. Acknowledgment and Assumption of Risks**

Attending (whether simply attending, observing, or actively participating) WPELC includes risks. The following describes some, but not all of the inherent and other risks, hazards, and dangers (collectively referred to in this Agreement as "Risks") of attending WPELC:

- *Risks involved in interaction with others.* These risks include exposure to bacteria, viruses, or other pathogens, including but not limited to COVID-19.
- *Risks involved in decision making and conduct.* These risks include the risk that the Child or another child, WPELC staff member, contractor, or other person may misjudge Child's (or others') capabilities, health or physical condition, or misjudge some aspect of instruction, medical treatment, weather, terrain, water conditions, or water level.
- *Personal health and participation Risks.* Child's mental, physical, or emotional condition, disclosed or undisclosed, known or unknown, combined with participation in these activities includes risks. Although WPELC will review Child's submitted health and medical information, WPELC cannot anticipate or eliminate risks or complications posed by Child's mental, physical (including fitness level), or emotional condition.
- *Risks associated with any active activity.* Participating in any activities can involve frequent and repetitive use of the arms and legs, balancing, and coordination. Risks include that Child may overestimate their abilities or fitness; be inattentive; lose control and trip or fall and/or collide with others, the ground, rocks, or trees or encounter other water/terrain/road/trail/other hazards; not understand the functioning of (or misuse) equipment; fail to negotiate steep, uneven, or difficult terrain; and/or not control their speed or experience equipment malfunction.
- *Risks associated with premises.* The WPELC premises include the classrooms, playground, and outside space surrounding the classrooms and playground, including equipment. In addition, ruts, slippery sidewalks or

walkways, uneven ground, or other conditions may exist in and around the WPELC premises.

- *Equipment Risks.* The risk that equipment used in an activity may be misused, or may break, fail, or malfunction.
- *Safety Risks.* WPELC maintains a safe and secure school environment but cannot control for all risks that may present themselves, including but not limited to any risks presented by WPELC's location or neighborhood or acts of violence or acts of God.

I acknowledge that the Risks of attending WPELC can cause illness or injury (including mental or emotional trauma, paralysis, or other disability), property damage, death, or other loss to Child or others. I give permission for Child to attend WPELC and participate in activities, and agree to discuss the nature of these activities and risks with Child, as appropriate.

I further acknowledge and agree:

- To disclose any mental, physical, or emotional condition(s) or limitation(s) which might affect Child's ability to participate, and represent Child is fully capable of participating without causing harm to him/herself or others;
- The information on Risks provided in this Agreement is not complete; other unknown or unanticipated Risks and outcomes may exist, and WPELC cannot assure Child's safety or eliminate all Risks;

I acknowledge the Risks of attending WPELC, and Child is voluntarily attending WPELC with my permission. Therefore, Child and parent(s)/guardian(s) assume and accept full responsibility for the inherent and other Risks (known and unknown, described above or otherwise) of attending WPELC, and for any illness, injury, damage, death or other loss suffered by Child (and parent(s)/guardian(s)) resulting from those Risks, including the risk of Child's own negligence or other misconduct.

I further acknowledge that absent my agreement to the terms of this Agreement on behalf of Child and parent(s)/guardian(s), WPELC could not afford the liability risks associated with Child's attendance at WPELC. I specifically acknowledge WPELC's reliance upon the execution of this Agreement in permitting Child to attend WPELC.

## II. Release and Indemnity Agreement

Parent(s)/Guardian(s), for themselves and for and on behalf of Student voluntarily agree:

- To release and agree not to sue WPELC and its officers, directors, Board members, employees, agents, representatives, volunteers, and all other person/s or entities affiliated with it (hereafter individually and collectively “Released Parties”), with respect to any and all claims, liabilities, suits, or expenses (including attorneys’ fees and costs) (hereafter “claim” or “claims”), for any illness, injury, damage, death, or other loss in any way connected with Child’s enrollment at WPELC or participation in WPELC activities and the Risks identified above, including use of any equipment, facilities, or premises.
- To defend, indemnify and hold harmless the Released Parties (“indemnify” meaning protect by reimbursement or payment, including but not limited to for any claimed damages or for attorneys’ fees and costs incurred defending against any claims), with respect to any and all claims brought by or on behalf of me, Child, my/Child’s other family members, heirs or estate, a co-participant or any other person for any illness, injury, damage, death, or other loss in any way connected with Child’s enrollment at WPELC or participation in WPELC activities, including use of any equipment, facilities, or premises. This Release and Indemnity Agreement includes claims of, or resulting from the Released Parties’ negligence (but not any of their gross negligence or willful, wanton, or reckless misconduct), and includes claims for personal injury or wrongful death (including claims related to emergency, medical, drug and/or health issues, response, assessment or treatment), property damage, loss of consortium, breach of contract or any other claim.

### III. Other Provisions:

Parent(s)/Guardian(s) further agree:

- Colorado law (without regard to its “conflict of law” rules) governs this Agreement, any dispute parent(s)/guardian(s) or Child have with the Released Parties, and all other aspects of my or my Child’s relationship with the Released Parties, contractual or otherwise.
- I/We, the parent(s)/guardian(s) of the above mentioned child, give consent for emergency medical, surgical and/or dental treatment in a licensed medical facility by a licensed physician/dentist should my child's condition require it in my

absence. I/We understand that in such a case, reasonable attempts would first be made to contact us with time and conditions permitting. As long as the medical and/or surgical treatment considered necessary in the situation is in accordance with generally accepted standards of medical practice for the particular type of injury or illness involved, I/we impose no specific prohibitions regarding treatment.

- I certify and represent that I am Child's legally authorized parent/guardian, and that I have the legal authority to permit Child to enroll and attend WPELC, and to execute this Agreement and all other required documents for myself and for and on behalf of Child. To the extent necessary, I agree that I have obtained any and all other pertinent consents or authorities (including any required by a court decree or order; for example, a divorce decree, custody order, or joint parenting plan). I fully understand and agree that if Child's other parent/guardian (or anyone else) challenges my authority: (a) Child will be dismissed from WPELC, without a refund, if the parent(s)/guardian(s) or other parties involved cannot reach agreement, and, (b) I will fully defend and indemnify WPELC (and other Released Parties) with respect to any claims made by the other parent/guardian or any person, including payment of any costs or attorneys' fees expended by WPELC to resolve a dispute.
- This Agreement is intended to be interpreted and enforced to the fullest extent allowed by law. If any portion of this Agreement is deemed unlawful or unenforceable, it shall not affect the remaining provisions, and those remaining provisions shall continue in full force and effect.
- This Agreement is effective in regard to Child's enrollment or at WPELC from the date signed until a subsequent Washington Park Early Learning Center Acknowledgment and Assumption of Risks, and Release and Indemnity Agreement is signed by Child's parent(s)/guardian(s), and shall remain in full force and effect for all activities completed by Child up until that point.

I have carefully read, understand, and voluntarily sign this Agreement. I understand this document contains an acknowledgement and assumption of risks, a release and indemnity agreement, and other important provisions. Further, I acknowledge and agree that it shall be effective and legally binding upon me, my spouse, Child's other parent or guardian, Child and other children, and my/Child's other family members, heirs, executors, representatives, subrogees, assigns, and estates.