

Marigolds Reading and Creative Studio LLC

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Waiver

By signing this document, you may be waiving your legal right to a jury trial to hold the provider legally responsible for any injuries or damages resulting from risks inherent in the activity opportunity or for any injuries or damages you may suffer to the providers ordinary negligence that are the result of the provider's failure to exercise reasonable care.

In consideration of the services of MARIGOLDS Reading and Creative Studio LLC, LLC, its agents, directors, staff, officers, volunteers, participants, employees, and all other persons or entities acting in and capacity on their behalf (hereinafter collectively referred to as "MARIGOLDS"), I hereby covenant and agree as follows:

1. I acknowledge that art and reading is a highly dangerous activity, and that the activities involved in participating in MARIGOLDS services, events, field trips or facilities both reading/art and non-reading/art related, entail significant risks which could result in physical or emotional injury, death, or damage to myself or my child, to property, or third parties. **Such risks include but are not limited to: equipment failure or malfunction, falling objects, hot items, sharp objects, flying debris, and negligence of other participants.**

I Agree

2. **I expressly agree and promise to accept and assume all of the risks inherent in these activities.** My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.

I AGREE

3. Even with such understanding and appreciation of the risk, I still desire to participate or have my minor child participate, and I do hereby fully and irrevocably release and forever discharge, MARIGOLDS, from any and all legal claims, demands, actions, losses, and or legal liability of any kind of nature or description resulting from such activities sustained by me or my minor child, and further covenant to indemnify and hold harmless all said parties for any claim or suit, including legal fees and expenses, settlements or awards, arising out of my, or my minor child's, participation in reading/art activities or presence on MARIGOLD'S premises or off sight field trip premises. I am familiar with the safety features of the reading/art equipment I will use (whether or not such equipment is provided by MARIGOLD'S), and acknowledgment that these safety features and precautions may not be all that is necessary to minimize the risks or provide maximum protection from bodily harm or death.

I AGREE

4. I agree to comply with all rules and regulations of MARIGOLDS and its representatives, whether given in writing or verbally. I recognize it may be necessary for MARIGOLDS to refuse or terminate my participation if I am judged to be incapable of meeting the rigors or requirements of the services provided. I will not engage in any activity beyond my capability and will not cause any third party to be endangered by any of my actions during the services provided.

I AGREE

5. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating or else I agree to bear the costs of such injury or damages myself. I further certify I have no medical or physical conditions, which could interfere with my safety in these activities.

I AGREE

6. I agree that the validity and enforce ability of this Acknowledgment and Assumption of Risk and Responsibilities will be governed by the substantive law of Montana. The venue for any action involving MARIGOLDS will be in Montana. I agree to pay all costs incurred by MARIGOLDS, and its agents, for damages, including attorney fees and costs, incurred as a result of my willful negligent conduct while participating in any activity provided on premises or off premises by MARIGOLDS.

I AGREE

7. I understand that my participation at MARIGOLDS or a MARIGOLDS event may be photographed and in consideration for permission to participate, I hereby give permission to MARIGOLDS to use my likeness to promotional or educational purposes without compensation.

Our footage is stored in a cloud-based program and can only be accessed by our Director when the need arises.

We can quickly review any footage should the need arise.

Having access to this footage without needing to contact a third party is vital. Should any need to view the footage occur, we can do so within minutes.

The Way PDO and Preschool does not share any footage of our center with anyone else.

Some centers have systems where parents or guardians can log in remotely and check in on their little ones. We weighed this decision thoroughly before deciding against it.

We believe that the privacy of each child is essential. We recognize some families are not comfortable with other families viewing their child as well as their own.

While we certainly don't look down upon other centers choosing that option, it was not what we felt was best for our program.

__ I AGREE

MY SIGNATURE BELOW AND INITIALS ABOVE INDICATE THAT I HAVE READ THIS ENTIRE DOCUMENT, UNDERSTAND IT COMPLETELY AND AGREE TO BE BOUND BY ITS TERMS.

DATE _____

LEGAL GUARDIAN SIGNATURE

MINORS SIGNATURE
