

ASSUMPTION OF RISK AND RELEASE OF LIABILITY

1. I, the undersigned, am over 18 years old and am the parent or legal guardian of each minor named below ("Child(ren)"). I have the right to make decisions concerning the care, custody, and control of my Child(ren). I understand that activities ("Activities") my Child(ren) might engage at LiMai Montessori Academy ("School") may involve the risk of physical injury, permanent disability and/or death. I understand that the risk of physical injury, permanent disability, and/or death may result from the actions, omissions, or negligence of myself and others, including, but not limited to, the School's employees, contractors, agents, representatives, directors, officers, shareholders, members, volunteers, and students and their families.

2. **Knowing the risks described above and in consideration of allowing my Child(ren) to attend the School, I voluntarily and expressly agree, personally and on behalf of my Child(ren) named below, to assume all of the foregoing risks and accept sole responsibility for any injury to my Child(ren) or myself (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I or my Child(ren) may experience or incur in connection with my Child(ren)'s attendance at the School ("Claims"). To the fullest extent allowed by applicable law, on behalf of my Child(ren), myself, our heirs, executors, administrators and assigns, I hereby waive and forever release, covenant not to sue, discharge, and hold harmless the School, its employees, contractors, agents, representatives, directors, officers, shareholders, members, volunteers of and from the Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto, both individually and jointly. I understand and agree that this release includes any Claims based on the actions, omissions, or negligence/gross negligence of the School, its employees, contractors, agents, representatives, directors, officers, shareholders, members, volunteers.**

3. I hereby agree to indemnify and hold the School and its employees, contractors, agents, representatives, directors, officers, shareholders, members, volunteers harmless from and against any present or future claim, cause of action, demand, judgment, loss or liability, including but not limited to, attorney's fees and cost, for injury or death to person, or loss or damage to property, which my Child(ren) or I may be liable to any other person, related to my Child(ren)'s attendance at the School, resulting from any cause whatsoever, and regardless of fault.

4. I agree that this assumption of risk and Release of liability ("Release of Liability") shall be governed by the laws of the State of California, without regard to its conflict of law principles. I further agree that any legal action or proceeding arising out or relating to this Release of Liability should be brought in the state or federal courts located within the County of Los Angeles, State of California. I further agree that this Release of Liability is intended to be as broad and inclusive as permitted by the applicable laws, and if any provision of this Release of Liability is held invalid by a court of competent jurisdiction, the rest of this Release of Liability shall continue in full force and effect. I understand and agree that no oral or written representations can or will alter the contents of this Release of Liability unless signed by both me and the School in writing.

5. I acknowledge and represent that I have read this entire Release of Liability, that I understand all its terms and provisions, that I understand it affects and will affect my legal rights and those of my Child(ren), that this is a binding agreement, that before I sign this Agreement, I have been afforded an opportunity to seek independent legal representation if I choose to, that I have signed this Release of Liability knowingly and voluntarily.

Print Name of Child(ren): _____

Print Name of Parent/Guardian

Signature of Parent or Guardian

Date

Print Name of Witness

Signature of Witness

Date