



Little Angels Learning Academy

A Division of the Education Institute, Inc.

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Addendum to LALA Contract – Letter of Agreement *Release and Waiver of Liability and Indemnity Agreement*

In consideration of being permitted to utilize the facilities, services, and programs of Little Angels Learning Academy (now referred to as LALA) and The Education Institute, Inc. (referred to as said corporation), including, but not limited to observation or use of facilities and equipment, or participation in daily educational and play activities, special events/activities, and developmentally-appropriate and age-related activities, field trips, transportation, and gymnastics, and off-site affiliated activities with LALA, The Education Institute, Inc., the undersigned, for himself or herself and hereby acknowledges, agrees and represents all those persons "related" (defined as all persons associated with the undersigned either related by blood, kinship, or through other personal or professional means) to the undersigned person(s) enrolled in a LALA or The Education Institute, Inc. program, and on the premises of LALA and The Education Institute, Inc., releases and holds harmless LALA, The Education Institute, Inc., owners, CEO, employees, special teachers, tutors, contractors, bus drivers, therapists, volunteers, successors, beneficiaries, and other agents of and from any and all liability, claims, demands, and causes of action whatsoever, arising out of or related to any loss, changes in program/schedule, damage, illness, allergic reaction, injury, including paralysis and death, and/or educational progress, and other liabilities, that may be sustained by the participant and/or the undersigned, and other "related" persons.

Assumption of Risk: Participation in LALA and The Education Institute, Inc. educational programs and professional child care activities involve learning activities with age-appropriate supplies and materials; physical movement and involvement including: walking, running, playing, climbing; being in close proximity of other young children, and other age and developmentally-appropriate behaviors and actions; as well as possible contagious illnesses of others that carries a certain assumption of risk. The undersigned and the participants choose to voluntarily enter upon said premises under the control of said corporation. The undersigned and the "related" participants voluntarily assume any and all risks of loss, damage, illness, injury, allergic reaction, lack of educational progress, and death, as defined above that may be sustained by the participant(s) and /or the undersigned or any property owner by them while on or upon said premises described above.

The undersigned acknowledges that he or she has, or immediately upon entering or participating will, inspect and carefully consider such premises, program, facilities, or the affiliated program. It is further warranted that such entry into the LALA and The Education Institute, Inc. for observation or use of facilities or equipment thereon and such an affiliated program have been inspected and carefully considered and that the undersigned finds and accepts same as being safe and reasonably suited for the purpose of observation, use, or participation. If premises and/or programs are found to be unsafe, the undersigned will immediately make a report to the teacher, person-in-charge, director, and/or CEO, and immediately discontinue participation in such event/activity until deemed safe.

The corporation may, but shall not be obliged to carry insurance on the participant(s), and the existence of insurance shall not change, alter, or increase the liability of the corporation to the participant and the undersigned or affect the terms of this Release. In signing this Release, the undersigned acknowledges:

- a) That he/she has thoroughly read and understands completely, the terms of Registration and Release and signs it voluntarily.
- b) That the undersigned signing either for themselves or as legal guardian is true, legal guardian.

IN FURTHER CONSIDERATION OF BEING PERMITTED TO ENTER LALA FOR ANY PURPOSE INCLUDING, BUT NOT LIMITED TO, OBSERVATION OR USE OF FACILITIES OR EQUIPMENT, OR PARTICIPATION IN ANY OFF-SITE PROGRAM AFFILIATED WITH LALA, THE UNDERSIGNED HEREBY AGREES TO THE FOLLOWING:

"A Prestigious Program of Excellence with Storybook Beginnings."

www.theeducationinstitute.org



1. THE UNDERSIGNED HEREBY RELEASES, WAIVES, DISCHARGES, AND COVENANTS NOT TO SUE LALA, The Education Institute, Inc., CEO, its directors, officers, employees, successors, special teachers, tutors/contractors, agents, bus drivers, heirs, kin (hereinafter referred to as "releases") from all liability to the undersigned, his or her personal representatives, assigns, heirs, and next of kin for any loss or damage, lack of educational progress, allergic reaction, illness, change of schedule/program, and any claim or demands therefore on account of injury to the person or property or resulting in death, whether caused in whole or in part by the negligence of the releases or otherwise while the undersigned is in, upon, or about the premises or any facilities or equipment therein or participating in any program affiliated with LALA and The Education Institute, Inc.

2. THE UNDERSIGNED HEREBY AGREES TO DEFEND, INDEMNIFY, SAVE AND HOLD HARMLESS the releases and each of them from any loss, liability, damage or cost they may incur, including claims, medical costs, obligations, suits, demands, expenses, damages, injuries, or other occurrences, including, without limitation, attorney's fees (collectively "Claims") and others costs of suit due to the presence of the undersigned in, upon or about LALA premises or in any way observing or using any facilities or equipment of LALA and The Education Institute, Inc., or participating in any program affiliated with LALA and The Education Institute, Inc., whether caused by negligence of the releases or otherwise.

3. THE UNDERSIGNED HEREBY ASSUMES FULL RESPONSIBILITY FOR AND RISK OF BODILY INJURY, LACK OF EDUCATIONAL PROGRESS, ILLNESS, ALLERGIC REACTION, DEATH, OR PROPERTY DAMAGE due to negligence of releases or otherwise while in, about or upon the premises of LALA and The Education Institute, Inc., and/or while using the premises or any facilities or equipment thereon or participating in any program, sport, field trip, transportation, gymnastics, or activity affiliated with or sponsored by LALA and The Education Institute, Inc.

4. THE UNDERSIGNED HEREBY ASSUMES FULL RESPONSIBILITY FOR all necessary medical treatment, whether through own personal insurance or other means.

The undersigned further expressly agrees that the foregoing release, waiver, and indemnity agreement is intended to be as broad and inclusive as is permitted by the laws of the State of Missouri and United States, and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

THE UNDERSIGNED HAS READ AND VOLUNTARILY SIGNS THE RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, and further agrees that no oral representations, statements, or inducement from the foregoing written agreement have been made. The undersigned, as parent/guardian with legal responsibility for the minor participant, does hereby consent and agree with the terms and conditions of this release and hold harmless. The undersigned further agrees to the release and indemnify the releases from any and all liabilities incident to the said minor's involvement in these programs.

I have read, fully understand, and agree to the conditions of this document, as stated above.

Parent/Guardian Signature	Print Name / Relationship	Date
Child's Name	Date of Birth	
Child's Name	Date of Birth	
Child's Name	Date of Birth	

Full names of all family members participating or may participate including grandparents,, siblings, therapists, caseworkers, etc.





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