

# the little school at Kids Cottage LLC

## Indemnity Agreement

Child's Name: \_\_\_\_\_

1. **ACKNOWLEDGEMENT OF RISK:** I (the "INDEMNIFIER") understand and acknowledge the risks and dangers associated with my child's participation in the programs and services offered by the little school at Kids Cottage, LLC (hereinafter referred to as the "PROGRAMS"). These risks include, but are not limited to, the following: the dangers of falling off playground equipment, collision with other children, aggression by other children, choking, and other dangers associated with the facility, active play, and/or the equipment or materials at the facility.
2. **INDEMNIFICATION:** I agree to HOLD HARMLESS, RELEASE, DEFEND AND INDEMNIFY the little school at Kids Cottage LLC and its owners, affiliates, employees, successors, assigns and agents (hereinafter referred to as the "INDEMNITEES"), for any liability, claim, suit, expense, or loss arising from my child's participation in the PROGRAMS, including those claims based on any INDEMNITEES alleged or actual negligence. I acknowledge and agree that I am freely and expressly assuming any and all risks of property damage, personal injury, or death resulting from my child's participation in the PROGRAMS.
3. **SEVERABILITY:** If any parts of this Agreement shall be held unenforceable for any reason, the remainder of the Agreement shall continue in full force and effect. If any provision of this Agreement is deemed invalid or unenforceable by any court of competent jurisdiction, and if limiting such provision would make the provision valid, then such provision shall be deemed to be construed as so limited.
4. **BINDING EFFECT:** The covenants and conditions contained in this Agreement shall apply to and bind the INDEMNIFIER and the INDEMNITEES and their heirs, legal representatives, successors and permitted assigns.
5. **GOVERNING LAW:** This Agreement shall be governed by and construed in accordance with the laws of the State of Delaware.
6. **WAIVER:** The failure of either the INDEMNITEES or the INDEMNIFIER to enforce any provisions of this Agreement shall not be deemed a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

### the little school at Kids Cottage, LLC Medical Waiver

**AUTHORIZATION TO ADMINISTER MEDICAL CARE:** I authorize any owner or employee of the little school at Kids Cottage, LLC to administer first aid or CPR to my child if, in the opinion of the owner or employee, medical care is needed for the child. Further, I authorize any owner or employee of the little school at Kids Cottage to call for such medical care for my child or to transport my child to the appropriate clinic or hospital if, in the opinion of the owner or employee, professional medical care is needed for the child. My child will be accompanied by a designated employee according to this center's policy. Contacts will be made to the parent/ guardian or authorized persons. Information from my child's records at the center will be used to obtain necessary medical information. I agree to pay all cost associated with such medical care and related transportation for my child and INDEMNIFY and HOLD HARMLESS the INDEMNITEES from any cost incurred therein.

### the little school at Kids Cottage, LLC Immunization Waiver

It is required by law that all children who are placed in a "drop in" facility have immunizations that are up-to-date. If your child's records are up-to-date, please sign below and bring his/her immunization records with you the next time you visit our center or within 30 days of your first visit, whichever comes first.

### the little school at Kids Cottage, LLC Media Waiver

Children may engage in supervised educational computer/video game play during preschool and drop in. On occasion, children may watch G rated movies. I give my permission to allow my child to partake in this program.

### Parents Right To Know Notice

Under the Delaware Code you are entitled to inspect, at any time, the active record and complaint files of any licensed child care facility. To review a child care facility's record contact the Office of Child Care Licensing: <http://www.apex01.kids.delaware.gov:7777/occl/> or call 302-739-5487.

### Unpaid Balances

The little school at Kids Cottage has the right to apply a 40% fee to overdue accounts that are turned over to a collections agency.

Please sign to confirm that you have read and agree to all the above terms and conditions.

\_\_\_\_\_  
Signature of Parent/Guardian

\_\_\_\_\_  
Date

Revised 9/18