

BOOST Early Learning Center Liability Waiver, Release and Assumption of Risk

I have voluntarily elected to allow my minor child(ren) to participate in classes and activities at BOOST Early Learning Center, LLC located at 15306 Ochre Leaf Trl in Cypress, Texas. I – on behalf of myself, my child, or any other person under my supervision – represent, acknowledge, and agree as follows:

GENERAL RELEASE

I acknowledge and agree that this agreement covers and is intended to release and provide other benefits, contracting COVID-19 legal protections, and consideration to BOOST Early Learning Center, LLC, and their respective and collective agents, owners, managers, shareholders, affiliates, assigns, volunteers, participants, employees, and all other persons or entities acting in any capacity on their respective or collective behalf. I acknowledge and agree that the terms and conditions in this agreement shall apply to adult and minor participants and/or observers alike.

DESCRIPTION OF ACTIVITIES, RISKS, AND POTENTIAL FOR INJURY

I acknowledge and agree that I am executing this agreement as consideration for my child, myself and any other person under my supervision and control to use the BOOST Early Learning Center, LLC Facilities and participate in related activities. The use of the outdoor area at BOOST Early Learning Center, LLC and participating in other related activities can cause harm. The risks include (but not limited to) ant bites, spider bites, snake bites, bee stings, scrapes, cuts, bruises, sprains, fractures, damage to myself, the child, and/or third parties, and damage to personal property of any or all such persons. I acknowledge that such risks cannot be 100% eliminated. I understand that I am the only one responsible for my child(ren) and any other person under my supervision when outside and/or waiting for a class to end. Owners, managers, employees, teachers of BOOST Early Learning Center, LLC will not be monitoring siblings waiting inside or outside during class times. Please do not leave your child outside unattended. Please do not allow your child to run through the home that classes are offered in.

VOLUNTARY ASSUMPTION OF RISK

I acknowledge and agree that I and the child(ren) are participating voluntarily at our own risk. I acknowledge and agree that the actions of other customers could cause me and/or the child(ren) injury, and that the company is not responsible for the actions, contracting Covid-19, or the activities of other customers at the BOOST Early Learning Center facility.

AGREEMENT TO PAY MY OWN MEDICAL EXPENSES

I acknowledge, accept, and assume the risk of any and all medical conditions, limitations, or disabilities (whether temporary or permanent) that I or the child(ren) possess, whether known or unknown, which might contribute to or exacerbate any injury I or the child(ren) might sustain as a result of using the BOOST Early Learning Center facility or outdoor areas. I acknowledge and agree that if medical assistance (of any form, including emergency care, hospitalization, out-patient care and/or therapy) is required or performed as a result of an injury I or the child(ren) sustains while using the BOOST Early Learning Center facility, such assistance shall be at my own expense.

RELEASE OF LIABILITY

The Releasing Parties (as defined below) hereby forever, irrevocably and unconditionally release, waive, relinquish, discharge from liability and covenant not to sue the company, and their successors, predecessors-in-interest, an insurers (collectively, the "Releasees") from any and all claims, demands, rights, actions, suits, causes of action, obligations, debts, costs, losses, charges, expenses, attorneys' fees, damages, judgements and liabilities, contracting Covid-19, of whatever kind or nature, in law,

equity or otherwise, whether now known or unknown, suspected or unsuspected, and whether or not concealed or hidden, related to or arising, directly or indirectly, from my or the child's access to and/or use of the BOOST Early Learning Center facility and outdoor premises, the child's and/or my entry into the BOOST Early Learning Center facility, the condition, maintenance, inspection, supervision, control or security of the facility, the failure to warn of dangerous conditions, in connection with BOOST Early Learning Center, and/or the acts or omissions of the company or any of the Releasees, including, without limitation, any claim alleging negligent act(s) or omissions of Releasees. This release extends to claims seeking relief for any and all form of damage or injury, including property damage, personal injury, emotional injury, illness, bodily harm, paralysis or death. I understand that this release and waiver applies to all activities at the BOOST Early Learning Center Facility. I understand that this release and waiver applies to and includes all activities that I or my child engage in at the premises, whether inside or outside the BOOST Early Learning Center Facility. In the event that any claim released herein is brought by, or asserted on behalf of, the Releasing Parties, I shall immediately defend, indemnify and hold harmless the Releasees and any of them, from any loss or liability, including reasonable attorneys' fees, associated therewith or arising therefrom.

I understand and fully acknowledge and agree that all of the risks identified herein and any other risks associated with the use of the BOOST Early Learning Center's facility and premises are sometimes beyond the control of the Releasees. I agree and acknowledge that should the company or any other releasees or anyone acting on their behalf, be required to incur attorneys' fees and/or costs to enforce this agreement, I agree to immediately defend, indemnify and hold the company and any other Releasee or them harmless for and against all such attorneys' fees and/or costs.

In the event of a medical emergency and when the parent or guardian of a child is unavailable, the undersigned hereby further authorizes any of the staff, employees, agents and representatives of the company to provide for, approve and authorize any health care at any hospital, emergency room, doctor's office or other institution, employ any physicians, dentists, nurses or other person whose services may be needed for such health care, review and if necessary disclose the contents of any medical records, execute any consent form required by medical, dental or other health authorities incident to the provision of medical, surgical, or dental care to the child. Health care shall include, but not be limited to the administration of anesthesia, x-ray, examination, performance of operations, diagnostic and other procedures.

SAFETY IS YOUR RESPONSIBILITY: I AND THE CHILD(REN) AGREE TO FOLLOW THE CODE

- a) Patrons have a duty to exercise good judgement and act in a responsible manner. Patrons have a responsibility to obey all oral and written warnings.
- b) Any children with you while waiting for a class to begin or end, MUST be supervised by a parent, guardian, or caretaker at ALL TIMES. Children are NOT allowed to run around the inside, especially while classes are in session.
- c) This agreement must be signed before participating in classes at BOOST Early Learning Center.
- d) Please do not bring sick children to the facility.
- e) Do not go onto other people's property or touch seasonal decorations in their yards. Do not allow your child to run through flower beds or patios. Private property surrounds us.
- f) Do not block driveways or mailboxes.
- g) Please be respectful of noise while waiting for a class to end.

ACKNOWLEDGEMENT OF RULES AND WARNINGS

I agree to follow and obey all posted and stated warnings, rules, and policies. I assume all responsibility for the child(ren) in my care for their compliance therewith.

I have had sufficient opportunity to read this document. I have read and agree to be bound by its terms.

By signing below, I represent and warrant that I am the parent, legal guardian, or power of attorney for the child being registered for class and have authority to execute this agreement on his/her or their behalf. I have read each and every paragraph in this document and I and he/she/they agree to be bound by the terms stated therein, including the release of liability contained therein. I further agree to indemnify and hold harmless the Releasees from any and all claims which are brought by or on behalf of this or these minor child or children or any of them which are in any way connected with, arise out of, or result from their use of the BOOST Early Learning facility and its property. I am 18 years of age or older. I am entering this agreement on behalf of myself, my spouse or domestic partner, the child and our respective and/or collective issue, parents, siblings, heirs, assigns, personal representatives, estate(s), and anyone else who can claim by or through such person or persons (collectively the "Releasing Parties").

IN SUMMARY, BY MY SIGNATURE BELOW, I ACKNOWLEDGE THAT IF I OR ANY OF MY CHILDREN ARE INJURED IN ANY WAY, THIS WAIVER PREVENTS AND PROHIBITS ANY RECOVERY OF MONEY FROM ANY BOOST EARLY LEARNING CENTER ENTITY.