

## Waiver of Liability

904.230.8200 • DeerwoodAcademy.com

990 Flora Branch Boulevard • St. Johns, Florida 32259  
Florida Department of Children and Families License # C07SJ0083

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

The undersigned ("Parent"), who is the parent or guardian of one or more minor children (*collectively, the "Child"*) who is or will be enrolled in child care services provided by Artful Enterprises, LLC d/b/a Deerwood Academy – St. Johns (*the "Academy"*), desires for the Child to be able to attend and fully participate in preschool, before school, after school, and/or day camp programs provided by the Academy (*the "Programs"*). Although the Academy uses due care in maintaining its premises, including its playgrounds, and in supervising children during play time, Parent acknowledges that all children are naturally prone to falls, collisions and other mishaps while playing and there is an inherent risk that the Child may be injured by himself or herself or another child. In consideration of the Academy's allowing the Child to participate in the Programs, Parent, on behalf of the Child, and on behalf of the Parent and his or her personal representatives, heirs, devisees and assigns, hereby expressly and fully releases, acquits and discharges the Academy and its affiliates and their respective owners, employees, and agents (*collectively, the "Academy Parties"*) with respect to and from, and agrees not to sue for or otherwise assert against the Academy Parties, any liabilities, claims, costs, expenses, demands, actions and causes of action whatsoever arising out of or related to an inherent risk in the Programs (*collectively, "Claims"*), including but not limited to any Claims arising out of or related to any loss, damage, or injury, including death, that may be sustained by the Child while playing on the Academy's premises or playgrounds.

Parent understands that this Waiver includes any Claims that may arise based on the negligent action or omission of the Child or another child participating in the Programs. Parent is aware of the risks and liabilities connected with the Programs, including the risk of loss of or damage to the property or injury to the person of the Child.

By signing below, Parent acknowledges and represents that Parent has read and understands this Waiver, is signing this Waiver voluntarily, and is at least eighteen years of age and legally competent. This Waiver contains the entire agreement between Parent and the Academy with respect to this subject matter and shall be governed by the laws of Florida. The language below is required by law.

### NOTICE TO THE MINOR CHILD'S NATURAL GUARDIAN

READ THIS FORM COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO LET YOUR MINOR CHILD ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT, EVEN IF THE ACADEMY PARTIES USE REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE YOUR CHILD MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THIS ACTIVITY BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE ACTIVITY WHICH CANNOT BE AVOIDED OR ELIMINATED. BY SIGNING THIS FORM YOU ARE GIVING UP YOUR CHILD'S RIGHT AND YOUR RIGHT TO RECOVER FROM THE ACADEMY PARTIES IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO YOUR CHILD OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THE ACTIVITY. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND THE ACADEMY HAS THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

Parent/ Guardian Signature: \_\_\_\_\_

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_