

## These Terms & Conditions of KKP Program Enrollment Affect Your Legal Rights & Remedies.

## Please Read Carefully.

Kaleidoscope Kids Preschool PLEDGE, WAIVER, AND RELEASE

Childcare facilities, including, Kaleidoscope Kids Preschool (KKP) pose an inherent risk that viruses will spread amongst students and staff, including but not limited to COVID-19. While KKP cannot eliminate this risk, it has adopted the COVID19 POLICY AND PROCEDURES ("Policy") to help reduce this risk. The Policy is attached to and incorporated into this Pledge, Waiver, and Release. KKP is committed to complying with protective measures and sanitation protocols enumerated in the Policy. In order for the Policy to be most effective, KKP staff and all families with students attending KKP must comply with its terms. Consequently, as a condition of attendance and participation, KKP requiring all families enrolling students in KKP on or after September 2020 to:

1) Promise to comply with the Policy as well as all applicable local, state, and federal laws regarding COVID-19;

2) Acknowledge that there is inherent risk of dissemination of COVID-19 in childcare and education facilities located within Camden County, New Jersey, including KKP, and agree to assume the risk of contracting COVID-19 as a condition of enrolling in any and all KKP programs; and

3) Recognize that even if KKP, its students, and their family members all comply with the Policy, such preventative measures may be insufficient to prevent the spread of COVID19 within the KKP community. KKP strives to maintain the sanitation and safety of the school from viral infection. In exchange for attendance and participation in KKP programs, attending students and family members of those students (and anyone that could legally stand in their place) assume the risk of attendance at and participation in KKP programs, and agree to release, and hold harmless KKP (and its past, present, and/or future board members, administrators, officers, employees, volunteers, agents, attorneys, insurers, representatives, designees, and assigns) from all liability or claims arising from inherent risks or otherwise related to students' and families' exposure to the COVID-19 virus and KKP's attempts to mitigate the spread thereof. These assumed risks include but are not limited to illness, bodily injury, property loss, and death. These assumed risks do not include such Illness, bodily Injury, property loss or death arising from acts or omissions on the part of KKP, its employees or agents that constitute reckless behavior or gross negligence.

By enrolling a student in the KKP programs and signing this Pledge, Waiver, and Release, you represent that you fully understand and agree to KKP's terms as set forth above and accept KKP's terms on behalf of your student. This Pledge, Waiver, and Release is limited to the dissemination, contraction, and exposure to COVID-19 and the consequences thereof and is in no way intended to reduce obligations KKP has to its students regarding general student welfare and safety under federal or New Jersey law.

PRINT PARENT/GUARDIAN PRINT NAME

PRINT PARENT/GUARDIAN PRINT NAME

PARENT/GUARDIAN SIGNATURE

PARENT/GUARDIAN SIGNATURE

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_