



Blessed Star Montessori Christian School
FL License Co1ES0027
9151 North Davis Hwy.
Pensacola, FL 32514-5844
850-476-9208
www.BlessedStar.com

RELEASE, WAIVER, AND INDEMNITY AGREEMENT

This **RELEASE, WAIVER, AND INDEMNITY AGREEMENT** ("Agreement") is made as of the ____ day of _____ 2020 between Blessed Star Montessori Center School, a Florida corporation ("School"), _____ and _____ (collectively, "Parents" "Volunteer" "Guardian" and "you" and "your").

RECITALS

WHEREAS, there exists a global pandemic that has come to be known as COVID-19;

WHEREAS, the State of Florida and the federal government have provided orders and guidance regarding social distancing and measures to curb the spread of COVID-19;

WHEREAS, a serious need exists for childcare providers to reopen in order for parents to attend work during the COVID-10 health and economic crisis that is currently ongoing, which the government has acknowledged;

WHEREAS, Parents are aware of the dangers of COVID-19, but desire their children/child's attendance at the School;

NOW THEREFORE, in consideration of the promises and mutual covenants set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are mutually acknowledged, School and Parents agree as follows:

1. IT HEREBY ACKNOWLEDGED THAT THE COVID-19 IS EASILY TRANSMITTED AND IS A CONTAGIOUS, DANGEROUS DISEASE. Parents therefore release, waive, discharge and covenant not to sue School, its members, managers, officers, directors, employees, representatives or agents, along with any of its parents, subsidiaries, or other affiliates, along with their its members, managers, officers, directors, employees, representatives or agents of each of them, all for the purposes herein referred to as the "Releasees," from any and all liability, demands, costs or expenses, including without limitation, attorneys fees actually incurred, and arising in connection with Parents' children/child's attendance at the School during the duration of the COVID-19 pandemic.

2. Parents hereby agree to indemnify and save and hold harmless the Releasees and each of them from any loss, liability, damage, or cost, including reasonable attorneys' fees, arising from any allegation, claim, demand, debt, obligation, liability, cost, or expense the School or the Releasees may incur arising from the Parents' children/child's attendance at the School during the COVID-19 pandemic, including any allegation that COVID-19 was transmitted to any person as a result of Parents' children/child's attendance at the School during the COVID-19 pandemic.

3. Releasees shall be third party beneficiaries of this Agreement.

4. Governing Law/Forum Selection. This Agreement shall be construed by the laws of the State of Florida, without reference to its conflict of laws rules. The parties to this Agreement hereby expressly consent to be subject to the jurisdiction of the State of Florida to determine any disputes regarding this Agreement and further agree that the sole venue for any such dispute shall be the Circuit Court of Florida for the County of Escambia.

5. Incorporation of Recitals. The above-listed Recitals are hereby incorporated into this Agreement as if fully set forth herein.

6. 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 law of the State of Florida, including indemnification against one's own negligence, and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

7. THE UNDERSIGNED HAS READ AND VOLUNTARILY SIGNS THE RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT, and further agrees that no representations, statements, or inducements apart from the foregoing written Agreement have been made.

IN WITNESS WHEREOF, the parties have executed this Agreement.

By: _____ and By: _____

Printed Name: _____ Printed Name: _____

Date: _____ Date: _____

Blessed Star Montessori Center School

By: _____
Olivia Chen, Director

Date: _____