

General Release and Waiver Agreement
Hendersonville Presbyterian Church
Creative Beginnings Christian Preschool & Children's Ministry

WHEREAS, Hendersonville Presbyterian Church (hereinafter "HPC") is a nonprofit corporation organized and existing pursuant to the laws of the state of North Carolina.

WHEREAS, HPC administers "Creative Beginnings Christian Preschool" (hereinafter "CBCP") in which children aged 20 months to 5 years (each a "Student"), participate in half-day educational activities on weekdays during the school calendar year. Also HPC administers "Children's Ministry Department" in which children aged 6 years to 11 years, participate in activities on weekdays during the summer months June, July, and August.

WHEREAS, CBCP is administered on the premises of and utilizing the equipment of HPC.

NOW, THEREFORE, in consideration for a Student's participation in the programs of HPC (including but not limited to CBCP), the undersigned, for himself, herself, and on behalf of a Student for which undersigned is legal guardian or parent, (hereinafter "Signer") and any personal representatives, heirs, and next of kin hereby acknowledges, agrees, and represents that he or she hereby agrees to the terms and conditions of this General Release and Waiver Agreement ("Agreement"), as follow:

1. **Release.** Signer hereby releases, waives, discharges and covenants not to sue HPC, CBCP, and any directors, officers, owners, managers, members, shareholders, employees, agents, and volunteers of the same (hereinafter collectively the "Released Parties") from all liability to Signer or Student, his or her personal representatives, assigns, heirs, and next of kin for any loss or damage, and any claim or demands therefor on account of injury to the person or property or resulting in death of Student, whether caused by the negligence of the Released Parties or otherwise, while Student is participating in CBCP.
2. **Indemnification and Hold Harmless.** Signer hereby agrees to indemnify and save and hold harmless the Released Parties and each of them from any loss, liability, damage, or cost they may incur due to the presence of Student in, upon, or about HPC premises or in any way observing or using any HPC facilities or equipment or participating in CBCP, whether caused by the negligence of the Released Parties or otherwise.
3. **Assumption of Risk.** Signer hereby assumes full responsibility for and risk of bodily injury, death, or property damage due to negligence of Released Parties or otherwise while in, about, or upon HPC premises and/or while using HPC equipment thereon, or participating in any program affiliated with HPC.
4. **Severability.** Signer further expressly agrees that this Agreement is intended to be as broad and inclusive as is permitted by the law of the State of North Carolina, and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.
5. **Permission to Participate.** Signer acknowledges that there are inherent risks to participation in CBCP, including, but not limited to the spread of communicable disease that could result in accidental and possibly serious injury. Signer will be notified immediately if a medical or health problem or injury of Student occurs during CBCP. Furthermore, Signer agrees that Student is in good physical condition at the time of

enrollment and participation in CBCP, and that Signer shall remove Student from CBCP upon any change to the health or physical wellness of Student.

6. **Authorization for Medical Care.** The individual in charge of CBCP or Children's Ministry (or designee of the same) shall designate medical personnel ("Medical Personnel") to provide medical oversight of CBCP. Signer gives permission to the Medical Personnel (a) to provide routine health care, and (b) to provide or to arrange necessary medically related transportation for Student. In an emergency, Signer gives permission to the Medical Personnel to secure medical transportation to a local hospital for Student.

7. **Communicable Diseases.** In light of the rapid development and spread of the novel virus COVID-19 and the resulting pandemic, Signer understands and agrees that, as additional consideration for Student to attend or participate in CBCP on the property of HPC, it is necessary for HPC to take reasonable and unanticipated additional steps to protect the safety of all participants in the program. Signer understands and acknowledges that naturally occurring disease processes (including, but not limited to, the currently widespread novel virus COVID-19) can occur in all environments in which HPC's activities take place. Signer acknowledges that, while HPC may take reasonable measures to avoid contact, transmittal, and exposure of the virus between individuals (including between students, teachers, volunteers, and third parties), that it is ultimately Signer's responsibility to ensure that Signer takes appropriate actions to safe-guard Student. Signer understands and agrees that, by participating and/or by allowing Student to participate in CBCP, Signer is accepting and assuming all risk that Student may be exposed and become ill because of a communicable disease (including but not limited to novel virus COVID-19) and that it is an inherent risk of attending CBCP. Signer, on behalf of himself, herself, Student, and all respective heirs, successors, and assigns, hereby voluntarily releases, forever discharges, and covenants not to sue Released Parties for any claims that may arise out of or relate in any way to Student's exposure to any communicable disease (including but not limited to novel virus COVID-19), which include, but are not limited to, claims of negligence against any of the Released Parties. Finally, Signer further agrees that, in the event HPC believes that Student may have been exposed to COVID-19 or any other communicable disease, HPC may, in its sole discretion, require Student be removed from the CBCP community, and not to return until such time as relevant medical providers have deemed Student non-contagious to other students. Signer shall be contacted should such action be deemed necessary.

8. **Applicability.** By signature hereto, Signer represents and warrants that he or she has the legal authority to sign this Agreement on behalf of himself/herself or on behalf of a minor person for whom Signer is legal guardian. The terms and conditions of this Agreement, including the authorizations, releases, waivers, and indemnification, shall always apply that Student is enrolled in CBCP. Should the legal authority of Signer change, such that Signer's authority to sign on behalf of Student is no longer valid, it shall be the sole responsibility of Signer or substitute guardian or parent to contact HPC to amend the signatures on this Agreement. Any Agreement which is legally authorized at the time of signing shall apply with regard to any Student until and unless it is amended or terminated.

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BY SIGNING THIS AGREEMENT ON BEHALF OF A MINOR CHILD OR WARD, SIGNER UNDERSTANDS THAT HE OR SHE IS BINDING BOTH HIMSELF OR HERSELF AND THE MINOR CHILD OR WARD AS SET OUT ABOVE, AND THAT THIS AGREEMENT IS FULLY INTEGRATED AND SUPERSEDES ANY ORAL OR WRITTEN EXPRESSIONS BETWEEN SIGNER AND HPC WITH REGARD TO PARTICIPATION IN HPC PROGRAMS.

BY SIGNING BELOW, SIGNER AVERS THAT HE OR SHE HAS CAREFULLY READ THIS AGREEMENT, FULLY UNDERSTAND ITS CONTENTS, AND VOLUNTARILY SIGNS THIS AGREEMENT. SIGNER UNDERSTANDS THAT THIS AGREEMENT IS A BINDING LEGAL DOCUMENT AND THAT IT WAIVES CERTAIN LEGAL RIGHTS ON BEHALF OF SIGNER AND/OR SIGNER'S MINOR CHILD OR WARD. SIGNER FURTHER AGREES THAT NO ORAL REPRESENTATIONS, STATEMENTS, OR INDUCEMENT APART FROM THIS AGREEMENT HAVE BEEN MADE.

SIGNER:

Signature _____

Printed Name _____

Relationship to Student _____

Signing Date _____

Student Information

Student Full Legal Name: _____

Name of Parents/Guardians: _____

Address: _____

Name/Phone of Emergency Contact: _____

List of Student Allergies or Medical Conditions: _____

Is the Student covered by an insurance plan? Yes No (If YES, complete below)

Plan Name: _____

Group Number: _____

Name of Policy Holder/Relation to Student: _____