

RELEASE, WAIVER OF LIABILITY AND INDEMNIFICATION AGREEMENT

In consideration of the agreement by My Village Learning Center, LLC, a Florida limited liability company (“MVLC”) with its principal meeting location at the Episcopal Church of the Advent, 4484 SW Citrus Blvd, Palm City, FL (“Church”) and any additional meeting locations, to permit my minor child to participate in MVLC tutoring, online learning, and in-person classes including, but not limited to art, music, STEAM, reading, physical education, history, science, robotics, electronics, field trips, (collectively, the “Program”), I hereby agree as follows:

Release; Waiver of Liability. I, individually, and on behalf of my minor child and our respective heirs, successors, assigns and personal representatives, knowingly and voluntarily enter into this Release, Waiver of Liability and Indemnification Agreement (“Agreement”) and hereby waive any and all rights, claims or causes of action of any kind whatsoever arising out of my child’s participation in the Program, and do hereby release and forever discharge the MVLC, the Church, managers, members, agents, attorneys, employees, staff, agents, volunteers, representatives, successors and assigns (in their official and individual capacities) for any and all damages, losses or injuries, including death, mental anguish or emotional distress to my child or myself including, but not limited to any claims, demands, actions, causes of action, damages, costs, expenses (including hospital and medical expenses) and attorney’s fees, which arise out of, occur during, or result from my child’s participation in the Program, including travel to and from an event related to this Program.

Indemnification. I, individually, and on behalf of my minor child and our respective heirs, successors, assigns and personal representatives, hereby agree to indemnify, defend and hold harmless MVLC, the Church, managers, members, agents, attorneys, employees, staff, agents, volunteers, representatives, successors and assigns (in their official and individual capacities) from any and all liability, loss or damage they or any of them incur or sustain as a result of any claims, demands, actions, causes of action judgments, costs or expenses, including attorney’s fees, which result from arise out of or relate to my child’s participation in the aforementioned Program, including travel to and from an event related to this Program.

Acknowledgement of Full Understanding. In signing this Agreement, I hereby acknowledge and represent that I am at least 18 years of age, fully competent, that I have read this entire Agreement, that I understand its terms and provisions, that I understand it affects my legal rights and those of my minor child (or children), that it is a binding Agreement, and that I have signed it knowingly and voluntarily.

Severability. In the event that any provision contained within this Agreement shall be deemed to be severable or invalid, or if any term, condition, phrase or portion of this Agreement shall be determined to be unlawful or otherwise unenforceable, the remainder of this Agreement shall remain in full force and effect, so long as the clause severed does not affect the intent of the Parties. If a court should find that any provision of this Agreement to be invalid or unenforceable, by that by limiting said provision it would become valid and enforceable, then said provision shall be deemed to be written, construed and enforced as so limited.

WAIVER SIGNATURE PAGE

AS PARENT OR GUARDIAN I HAVE READ AND VOLUNTARILY SIGN THIS RELEASE, WAIVER OF LIABILITY AND INDEMNIFICATION AGREEMENT AND DO SO VOLUNTARILY AND WITH THE UNDERSTANDING THAT SUBSTANTIAL RIGHTS AND/OR REMEDIES UNDER FLORIDA LAW ARE BEING WAIVED.

Dated this _____ day of _____, _____.

Child's Name

Child's Name

Child's Name

Child's Name

Parent/Guardian's Signature

Parent/Guardian's Printed Name

Parent/Guardian's Signature

Parent/Guardian's Printed Name