

# I'M BRIGHT KID FOUNDATION

## WAIVER AND RELEASE FROM LIABILITY AND INDEMNITY AGREEMENT

IMABRIGHTKID FOUNDATION  
P.O. Box 4852  
Kaneohe, Hawaii 96744

Name of Parent/Guardian: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Emergency Contact: \_\_\_\_\_ Phone Number: \_\_\_\_\_

Name of Child: \_\_\_\_\_ Date of Birth \_\_\_\_\_

Name of Child: \_\_\_\_\_ Date of Birth \_\_\_\_\_

Name of Child: \_\_\_\_\_ Date of Birth \_\_\_\_\_

### **Program Guidelines**

1. The summer program will be from June 4 to Aug. 5, 2019=8. The hours of the program are 12:30 p.m. to 4:30 p.m up until production week when the hours will be extended. Please see program information packet for details
2. Parent/Guardian is responsible for all transportation needs of their child/children. They must be promptly picked up at the conclusion of the session.
3. Sessions and rehearsals are closed to parents and visitors unless advance permission is given by program staff.
4. For the well-being of the other children, any children with any visible signs of sickness will not be permitted to participate on that day. These symptoms include but are not limited to, runny nose, fever, cough, pink eye, or rashes.
5. Staff reserves the right in its sole discretion to refuse to accept a child or to discharge a child for any reason at any time. Disruptive, problematic or inappropriate behavior will not be tolerated. Parent/Guardian remains responsible for the basic care of their children and must perform these duties when requested. Parent/Guardian must respond immediately when requested.
6. These rules and regulations are subject to change at any time.

**THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS. BY SIGNING THIS DOCUMENT, YOU ACKNOWLEDGE THAT YOU HAVE READ IT, UNDERSTAND IT, AND AGREE TO ALL OF ITS TERMS.**

I understand that the IMABRIGHTKID FOUNDATION’s summer program is not licensed by the Hawaii Department of Education, the Hawaii Department of Human Services or any other state agency. I hereby waive, prospectively release, discharge, and acquit IMABRIGHTKID FOUNDATION, its officers, directors, employees, agents, legal representatives, successors, and assigns, from any and all claims and from any liability for personal injury or death, which may be sustained by my child on account of, arising out of or while engaged in the IMABRIGHTKID FOUNDATION summer program, or at any time during my child’s participation with IMABRIGHTKID FOUNDATION’s activities, or at any time thereafter. This waiver and release shall apply to all claims, demands or causes of action including those that may arise out of the negligence of those hereby released.

I agree to indemnify, defend, and hold harmless IMABRIGHTKID FOUNDATION, its officers, directors, employees, agents, legal representatives, successors, and assigns against all liability, demands, claims, costs, losses, damages, recoveries, settlements, and expenses (including interest, penalties, attorney’s fees, expert witness fees, costs, and expenses incurred by IMABRIGHTKID FOUNDATION, known or unknown, contingent or otherwise) directly or indirectly arising from or related to my child’s participation in the summer program or other IMABRIGHTKID FOUNDATION’s activities.

This Waiver is a legally binding agreement and will be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law. Any provisions found to be void or unenforceable shall not affect the validity or enforceability of any other provisions. This Waiver may be executed in counterparts, including facsimile signatures, and all such counterparts shall constitute one agreement, binding upon all parties hereto. Where appropriate, words signifying one gender shall include the other and words signifying the singular shall include the plural and vice versa.

**PARENT/GUARDIAN SIGNATURE**

As Parent/Guardian of the above-named child/children, I agree to the terms and conditions contained in this Waiver and Release from Liability Agreement, and I assume responsibility for the actions or inactions of the child/children. I have read this document and I understand its content. I understand that by signing below, I have given up substantial rights. I have voluntarily signed this release.

\_\_\_\_\_  
Print Name of Parent/Guardian

\_\_\_\_\_  
Signature of Parent/Guardian

\_\_\_\_\_  
Date