

## RELEASE OF LIABILITY

### READ CAREFULLY-THIS AFFECTS YOUR LEGAL RIGHTS

**In reference to any and all activities, field trips, events conducted by Sky's the Limit Homeschool Group Inc., also known as "Sky's the Limit", of 247 Cornelius Road Portersville, Pa 16051 organized by its agents and board members, and including the use of any of our host facilities or facilities we visit as a group: I agree for myself and (if applicable), the members of my family, to the following:**

1. AGREEMENT TO FOLLOW DIRECTIONS. I agree to observe and obey all posted rules and warnings, and further agree to follow any oral instructions or directions given by Sky's the Limit or the employees, representatives, or agents of Sky's the Limit including our host locations employees, representatives, or agents.

2. ASSUMPTION OF THE RISKS AND RELEASE. I recognize that there are certain inherent risks associated with cooperative learning days, events and field trip and I assume full responsibility for personal injury to myself, and (if applicable) any family members, and further release, and discharge Sky's the Limit Homeschool Group Inc., or the employees, representatives, or agents of it , including host locations employees, representatives, or agents, for any injury, loss or damage arising out of my or my family's use of or presence upon the facilities of Sky's the Limit Homeschool Group or host locations , whether caused by the fault of myself, my family, Sky's the Limit Homeschool Group, or any host location in addition to third parties that could be on premises or involved.

3. INDEMNIFICATION. I agree to indemnify and defend Sky's the Limit Homeschool Group and any of their host locations against all claims, causes of action, damages, judgements, cost, or expenses, including attorney fees and other litigation costs, which may in any way arise from my or my family's use of or presence upon the facilities of Sky's the Limit Homeschool Group or their host locations.

4. FEES. I agree to pay for all damages to the facilities of Sky's the Limit Homeschool Group, host locations or other occupied locations, caused by any negligent, reckless, or willful actions, by me or my family.

5. CONSENT. I, \_\_\_\_\_ of ( address) ( \_\_\_\_\_), consent to the participation of my children or dependents in the activity of Sky's the Limit Homeschool Group and agree on behalf of the below minor(s) to all of the terms and conditions of this agreement. By signing this Release of Liability, I represent that I have legal authority over and custody of

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6. APPLICABLE LAW. Any legal or equitable claim that may arise from participation in the above shall be resolved under Pennsylvania law.

7. NO DURESS. I agree and acknowledge that I am under no pressure or duress to sign this Agreement and that I have been given a reasonable opportunity to review it before signing. I further agree and acknowledge that I am free to have my own legal counsel review this Agreement if I so desire. I further agree and acknowledge that Sky's the Limit has offered to refund any fees that I have paid to use its facilities if I choose not to sign this Agreement.

8. ARM'S LENGTH AGREEMENT. This agreement and each of its terms are the product of an arm's length negotiation between the Parties. In the event any ambiguity is found to exist in the interpretation of this Agreement, or any of its provisions, the Parties, and each of them, explicitly reject the application of any legal or equitable rule of interpretation which would lead to a construction either "for" or "against" a particular party based upon their status as the drafter of a specific term, language, or provision giving rise to such ambiguity.

9. ENFORCEABILITY. The invalidity or unenforceability of any provision of this Agreement, whether standing alone or as applied to a particular occurrence or circumstance, shall not affect the validity or enforceability of any other provision of this Agreement or of any other applications of such provision, as the case may be, and such invalid or unenforceable provision shall be deemed not to be a part of this Agreement.

10. DROP OFF WAIVER. In consideration for being allowed to participate and/or enroll my child to participate in the activities and/or classes relating to the Drop Off Child Care, I hereby expressly reassume all risks and hazards, both known and unknown, incidental to my child's participation in the Drop Off Child Care and assume full responsibility for all risks of bodily harm and property damage resulting from or in connection with my child's participation in the Drop Off Child Care. I hereby voluntarily release, waive and forever discharge and agree to indemnify and hold harmless, Sky's The Limit Homeschool Group Inc., its board members, directors, employees, teachers, representatives and related persons or members (collectively the "Releasees") and from any and all liabilities, claims, damages, injuries and losses, including attorney's fees and courts costs, resulting from, arising out of or connected in any way with my child's participation in the Drop Off Child Care and related activities/and or classes; and further agree to indemnify, defend and hold the Releasees harmless from and against any and all liabilities, claims, damages, injuries and losses, including attorney's fees and courts costs, for personal injury or property damage to any person or entity resulting from or related to my child's participation in the Drop Off Child Care.

OBSERVATION. I understand that Sky's The Limit Homeschool Group Inc., is not a licensed childcare facility. In addition, I hereby give permission for my child to be in the facility when observations of children are being conducted by non-childcare agency staff.

11. EMERGENCY CONTACT. In case of emergency, please call \_\_\_\_\_ at \_\_\_\_\_ or \_\_\_\_\_. In addition, Sky's The Limit will be requesting that each member fill out and wet sign the PA EMERGENCY CONTACT / PARENTAL CONSENT FORM for their children attending.

**I HAVE READ THIS DOCUMENT AND UNDERSTAND. I FURTHER UNDERSTAND THAT BY SIGNING RELEASE, I VOLUNTARILY SURRENDER CERTAIN LEGAL RIGHTS.**

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

\_\_\_\_\_  
Date