

POINT LOMA COMMUNITY CHURCH PRESCHOOL

ENROLLMENT AGREEMENT AND RELEASE

I, _____, being the parent or legal guardian

of _____ hereby enroll my child in the Point Loma Community Church Preschool ("**Preschool**") program under the following terms and conditions:

TRIAL PERIOD: I understand that my child is accepted for enrollment in the Preschool/TLC on a trial basis for a period of one (1) month. If, at any time during this initial month of enrollment the Director determines that the Preschool is unable to meet the needs of my child, the Preschool may terminate my child's enrollment upon a two (2) week written notice to me, and this Agreement will be terminated. Should my child attend the Preschool beyond the trial period and the Preschool cannot accommodate the needs of my child, the Termination Policy will be initiated after all other possibilities have been thoroughly explored. Parents may terminate the enrollment of their child at any time with a four (4) week notice. Tuition payment is paid a month in advance.

FIELD TRIP PARTICIPATION: I grant permission for my child to participate in all field trips, neighborhood walks, and other off-ground activities conducted by the Preschool. I agree that my child may be transported for such activities in an insured vehicle. I am aware that the driver and/or owner of the vehicle is primarily responsible for any liability incurred. **Parents will be notified of field trips in advance and given a release to sign at that time.** Parents must provide a car seat for their child and secure it in the vehicle that is transporting their child. All persons providing transportation will provide a current driver license and proof of insurance.

CONSULTATIONS: I understand that the Preschool staff may occasionally seek outside professional advice regarding the growth and development of children enrolled at the Preschool. I understand that my child will **not** be interviewed, observed and/or tested by outside professionals without my knowledge or written consent. Additionally, I understand that while the results of such interviews, observations or tests become confidential records of the Preschool, the information will be shared with parents both verbally and in writing.

PARENT PHONEBOOK: I understand that the Preschool will maintain a Parent Roster. This roster will contain the names, addresses and telephone numbers of Preschool parents. The list will not be distributed outside the Preschool. **You will fill out what you wish to share.**

PUBLICITY: I understand that television and radio stations, newspapers and other media sources may contact and visit the Preschool. I grant permission for my child to be photographed and /or interviewed by such media sources, and I grant permission for such

interviews and/or photographs to be distributed or broadcast to the public. In addition, I grant permission for photographs of my child to be used in any brochures and informative publications describing the Preschool that may be distributed to the public. This pertains to video recordings also. All attempts will be made to notify parents in advance. I understand that my child's picture may be taken and used on the preschool websites and classrooms. ***Children are never left alone, under any circumstances, with anyone who is NOT a member of the Preschool staff.***

CONFIDENTIALITY: I understand that all records that pertain to my child's enrollment, at the Preschool/TLC, are confidential.

ASSUMPTION OF RISK, RELEASE & INDEMNITY: I voluntarily assume the risk of all injuries, illnesses, deaths, losses and damages to my child, my personal property and/or the personal property of my child that may occur in connection with my child's enrollment in the Preschool and his/her participation in the Preschool activities. I grant permission for my child to use indoor/outdoor equipment including, but not limited to, the climbing apparatus.

1. I agree to release and discharge the Preschool, the Point Loma Community Presbyterian Church, their trustees, directors, volunteers and employees (the "**Released Parties**") from any and all liabilities, claims, demands or causes of action ("**Claims**") that I may hereafter have with respect to any damage, bodily injury, illness or death that may arise from or in connection with my child's enrollment in the Preschool and his/her participation in the Preschool activities. I have made the decision to enroll my child based upon visits, staff/director interviews and appropriate reference checking.
2. I agree to indemnify, protect and hold the Released Parties harmless from and against any and all Claims; further, I agree to indemnify and pay all Released Parties' attorneys' fees and related costs incurred by the Released Parties relating to any such Claims.
3. WAIVER: I, by this general release of known and unknown claims, hereby irrevocably and unconditionally waive, release and forever discharge the Released Parties from and against any and all claims of any kind or nature whatsoever, **WHETHER KNOWN OR UNKNOWN**, which I now have or claim to have had against any of the Released Parties arising from, based upon or related to my child's enrollment in the Preschool/TLC and his/her participation in the Preschool activities. This waiver includes, but is not limited to, the benefits of Section 1542 of the California CIVIL CODE, which reads as follows: "**A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.**"

Initial your agreement here _____
[Signature page follows]

I certify that I have read and understand all provisions of this Enrollment and Release, and I voluntarily accept all of its terms.

Signature of parent/guardian

date

Signature of parent/guardian

date

Enrollment of the above-named child is hereby accepted under the terms and conditions of the Enrollment and Release established above.

Signature of Director

date