

Release of Liability Form

I, the undersigned parent or guardian, hereby consent to my child, _____ participating in Ascent Education, weekday preschool of Barefoot Church. I certify that my child is able to participate in all activities including but not limited to: outside and indoor play time and activities as listed in the monthly curriculum calendar.

I UNDERSTAND AND HEREBY AGREE TO ASSUME ALL OF THE RISKS WHICH MAY BE ENCOUNTERED ON SAID ACTIVITY, INCLUDING ACTIVITIES PRELIMINARY AND SUBSEQUENT THERETO. I do hereby indemnify and hold harmless Barefoot Church, their officers, directors, agents, employees, volunteers and representatives (the "Indemnified Parties") from and against any and all liability, damages, actions, cause of action, claims, losses and/or expenses, including but not limited to attorney's fees, court costs and expenses, arising in connection with or based on injury to or death of any persons or property, including the loss of use thereof, caused in whole or in part by any member of Barefoot Church, regardless of whether or not caused in whole or in part by the negligence of the indemnified parties, or any one or more of them. However, this indemnification shall not apply to willful misconduct committed by the Indemnified Parties. I understand that part of Ascent Education at Barefoot Church experience involves normal preschool activities. I realize that no environment is risk free.

I further give permission and consent to Ascent Education, Barefoot Church and it's staff, for any photographs, video and interviews to be taken during Ascent Education to be published and used to illustrate, report, promote and advertise Ascent Education on internet web sites, social media outlets promoting, billboards or reporting on Ascent Education. I hereby assign full copyright of these photographs to Barefoot Church with the reproduction either wholly or in part. I agree that they can be used separately or together, either wholly or in part, in any way and in any medium to advertise Ascent Education. I undertake not to prosecute or to institute proceedings, claims or demands against Barefoot Church or any of their employees or volunteers related to any actions in accordance with this paragraph.

I agree that venue for any dispute or cause of action arising between the parties, whether out of this agreement or otherwise, can only be brought in a court of competent jurisdiction, and such dispute or cause of action shall be governed by and construed in accordance with the laws of the State of South Carolina, exclusive of any provisions relating to conflict of laws.

I expressly agree that this release, waiver, and indemnity agreement is intended to be broad and inclusive as permitted by the law of the State of South 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. This release contains the entire agreement between the parties here to and the terms of this release are contractual and not a mere recital. I agree that in any event that I take any legal action against Barefoot Church, which is decided in favor of Barefoot Church, I will be responsible for all legal fees, court costs, and out-of-pocket expenses of Barefoot Church, and employees. This Release shall remain in force until revoked. I agree to inform Barefoot Church immediately in writing if any information provided herein changes.

I further state that I HAVE CAREFULLY READ THE FOREGOING RELEASE AND KNOW THE CONTENTS THEREOF AND I SIGN THIS RELEASE AS MY OWN FREE ACT. This is a legally binding agreement, which I have read, understood and accept.

Signature of Parent or Legal Guardian _____

Date ____/____/____