

WAIVER, RELEASE AND HOLD HARMLESS AGREEMENT

This waiver, release and hold harmless agreement (“Release”) is made on this _____ day of _____, 20_____, by _____ and _____ (Parents/Guardians) and on behalf of _____ (Child).

WHEREAS, Westwood Presbyterian Church, Inc., a Kansas not for profit corporation (“Church”) provides Westwood Preschool, Inc., a Kansas not for profit corporation (“Preschool”) with physical space at cost at 8007 W. Maple, Wichita, Kansas for the conduct of Preschool’s business; and

WHEREAS, Church and Preschool use a similar name (“Westwood”), and while Preschool conducts its business at the physical location of Church, Church and Preschool are separate legal entities and Preschool conducts its business independent of any control by Church, other than as a landlord; and

WHEREAS, Parents/Guardians’ cost of enrollment of their Child at Preschool is reduced as a result of Church allowing Preschool to utilize its property at cost; and,

WHEREAS, in consideration of the willingness of Church to provide such space to Preschool at cost, Parents/Guardians are willing to execute this waiver.

NOW, THEREFORE, Parents/Guardians, on behalf of themselves, their Child enrolled at Preschool, and their heirs, assigns, and all other persons or entities claiming by, under, or through Parents/Guardians, represent, covenant and agree as follows:

1. Parents/Guardians acknowledge Church and Preschool are separate legal entities. Church has nothing to do with or any control over Preschool’s business operation other than as a landlord providing physical space to Preschool at cost.

2. Parents/Guardians waive, release and forever discharge all claims against Church for any injuries, damages, losses or claims, whether known or unknown, which arise during or result from any activity of or services provided by Preschool under or in connection with its Preschool program.

3. Parents/Guardians agree to indemnify and hold Church harmless from all losses, liabilities, damages, costs or expenses (including, but not limited to, reasonable attorney fees, other litigation costs and expenses) incurred by Church as a result of any claims or suits that i) Parents/Guardians, ii) anyone claiming by, under or through Parents/Guardians, or iii) any third party, may bring against Church to recover any losses, liabilities, costs, damages, or expenses which arise during or result from Child’s participation in Preschool’s conduct of its Preschool business, except only to the extent caused by the negligence of Church.

4. Parents/Guardians acknowledge having carefully read and reviewed this waiver, release and hold harmless agreement and Parents/Guardians represent they fully understand and voluntarily execute the same.

Executed on this _____ day of _____, 20_____.

