



CONSENT, WAIVER AND INDEMNITY FORM

THIS IS A LEGAL DOCUMENT AND AFFECTS YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO SUE. PLEASE READ CAREFULLY.

In consideration of **BETHANY CHILD CARE SOCIETY** (“BCCS”) providing child care services pursuant to the Program Agreement with BCCS, dated _____, 20__ (the “Child Care”), for _____ (the “Child”), we, the undersigned parents or guardians of the Child, **FOR OUR OURSELVES AND ON BEHALF OF THE CHILD, AGREE TO THE FOLLOWING TERMS:**

ASSUMPTION OF RISK

1. We understand and are aware of the inherent risks and hazards to which the Child may be exposed while receiving child care at BCCS’s child care centre or while on a field trip with BCCS, including, but not limited to, risks associated with interactions with other children and playing, eating or sleeping, including exposure to allergens, while sharing facilities with others. We recognize that injuries may occur during child care activities, including when on a field trip. We further recognize the risks and hazards associated with the specific medical needs of the Child and if there is an Individual Care or Medical Plan for the Child, this has been accepted by both ourselves and BCCS. We have been informed of and understand all rules and regulations of the Child receiving Child Care from BCCS, including, without limitation, with respect to the provision of first aid or medical assistance. **WE NEVERTHELESS FREELY AND VOLUNTARILY CONSENT TO THE CHILD’S PARTICIPATION IN THE CHILD CARE AND ASSUME THESE RISKS AND FULLY UNDERSTAND THAT WE WILL BE SOLELY RESPONSIBLE FOR ANY LOSS OR INJURY THAT THE CHILD SUSTAINS.**

WAIVER OF LIABILITY

2. In consideration of BCCS providing Child Care to the Child, with its inherent risks and hazards, we agree to:
 - (a) **WAIVE ANY AND ALL CLAIMS** that we or the Child may have now or in the future against BCCS, its directors, officers, employees, agents, volunteers and representatives, or any of them in connection with BCCS providing Child Care to the Child; and
 - (b) **RELEASE AND AGREE NOT TO SUE** BCCS, its directors, officers, employees, agents, volunteers and representatives, or any of them, from and against any and all liability for personal injury, death or loss that we or the Child may suffer, except where BCCS, its directors, officers, employees, agents, volunteers and representatives, or any of them did not take reasonable care in providing the Child Care.



INDEMNITY

3. **WE AGREE TO INDEMNIFY AND HOLD HARMLESS** BCCS, its directors, officers, employees, agents, volunteers and representatives, or any of them, from any and all claims, demands, expenses, costs (including legal costs), suits, debts, liabilities and causes of action for which it or they may become responsible as a result of any personal injury, death or loss resulting from BCCS providing Child Care to the Child, except where BCCS, its directors, officers, employees, agents, volunteers and representatives, or any of them did not take reasonable care in providing the Child Care.

MISCELLANEOUS

4. We acknowledge that we are also signing this Agreement on behalf of the Child, that we are **WAIVING CERTAIN RIGHTS ON BEHALF OF THE CHILD** that the Child may otherwise have, and that **THE CHILD SHALL BE BOUND BY ALL THE TERMS OF THIS AGREEMENT.**
5. **WE UNDERSTAND THAT THIS AGREEMENT IS A LEGAL AGREEMENT AND WE AGREE TO BE BOUND BY ITS TERMS.**
6. We understand that if any of the terms of this Agreement is held invalid or unenforceable to any extent by any court or other authority having jurisdiction, the remaining terms of this Agreement will not be affected and will be valid and enforceable to the full extent permitted by law.
7. We acknowledge and agree that this Agreement will be binding upon and enure to the benefit of our heirs, successors, personal representatives and assigns.

WE, THE UNDERSIGNED PARENTS OR GUARDIANS OF THE CHILD, ACKNOWLEDGE THAT WE HAVE READ AND FULLY UNDERSTAND THIS AGREEMENT AND ACCEPT THE TERMS OF THIS AGREEMENT.

Dated at the City of Richmond, in the Province of British Columbia, this ____ day of _____, 20 ____.

Signature of Witness

Signature of Parent/Guardian

Name of Witness

Name of Parent/Guardian

Signature of Witness

Signature of Parent/Guardian

Name of Witness

Name of Parent/Guardian