



I hereby acknowledge and understand, on behalf of myself and my child(ren), that our participation in FIRST FIVE CLUB Events, Classes, Recreation and/or Wellness Programs could result in our exposure to bodily injury, illness (including, but not limited to viruses such as COVID-19), loss or death, as well as property losses and/or damage to property. For and in consideration of the First Five Club representative and instructor permitting me to enroll and participate in the Events, Classes, Recreation and/or Wellness Programs, and in recognition of the possible dangers to which I voluntarily subject myself and my child(ren) by participating in the Classes and related activities, I HEREBY AGREE AS FOLLOWS:

1. On behalf of myself and my child(ren), I knowingly, freely and voluntarily assume any and all risk related to the activities in which I and my child(ren) participate resulting from my enrollment and participation in the Events, Classes, Recreation and/or Wellness Programs.
2. On behalf of myself and my child(ren), I hereby voluntarily for myself, my spouse, assignees, heirs, guardians or personal representatives, from the date of entry into this Waiver and Release, hold FIRST FIVE CLUB and the Instructor teaching/facilitating the Events, Classes, Recreation and/or Wellness Programs as well as their agents, employees, officers, directors, spouses, assignees, heirs, guardians or personal representatives blameless and waive any and all rights and causes of action and associated costs for any accident, injury, illness (including, but not limited to viruses such as COVID-19) or death, occasioned by my participation in the Events, Classes, Recreation and/or Wellness Programs, unless caused by the gross negligence of FIRST FIVE CLUB or the Instructor/Facilitator, their agents, employees, officers, directors, spouses, assignees, heirs, guardians or personal representatives.
3. In the event I or my child(ren) are injured or become ill (including, but not limited to, contracting viruses such as COVID-19), I voluntarily agree to assume any financial obligation, either through personal health insurance, or through some other means, for any medical costs which I incur and FIRST FIVE CLUB and the Instructor teaching/facilitating the Events, Classes, Recreation and/or Wellness Programs assumes no responsibility for any medical expenses, injury, or personal damage suffered by me in connection with the use of any facilities or services in connection with the Events, Classes, Recreation and/or Wellness Programs, unless caused by the gross negligence of FIRST FIVE CLUB or the Instructor/Facilitator, their agents, employees, officers, directors, spouses, assignees, heirs, guardians or personal representatives.

4. On behalf of myself and my child(ren), I hereby voluntarily assume all risk of damage or loss to my property while participating in the Events, Classes, Recreation and/or Wellness Programs and relieve FIRST FIVE CLUB and the Instructor teaching/facilitating the Events, Classes, Recreation and/or Wellness Programs from liability for any and all property damage or loss, unless caused by the gross negligence of FIRST FIVE CLUB or the Instructor/Facilitator, their agents, employees, officers, directors, spouses, assignees, heirs, guardians or personal representatives.

You represent and warrant that you have the right to enter into this Agreement on behalf of yourself and your child(ren). You acknowledge and agree that by registering for these Events, Classes, Recreation and/or Wellness Programs you are entering into a legally binding contract and binding both yourself and your child(ren), as well as your spouse, heirs and legal representatives. You further acknowledge that your registration constitutes your agreement and intent to be bound by the terms set forth in this Agreement.

I hereby grant to First Five Club the right to reproduce, use, exhibit, display, broadcast, distribute and create derivative works of the photographed images of me, and my children, taken for use in connection with the programs of First Five Club, or for promoting, publicizing or explaining First Five Club or its programs. This grant includes, without limitation, the right to publish such images on First Five Club websites, in our reports and publications and PR/promotional materials, such as marketing, admissions publications, advertisements, fund-raising materials, and any other First Five Club-related publication.

These images may appear in any of the wide variety of formats and media now available to First Five Club and that may be available in the future, including but not limited to print, broadcast, videotape, CD-ROM, and electronic/online media including website, and all social media.

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**Parent/Guardian Name**

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**Child(rens) Name(s)**

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**Parent/Guardian Signature**

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**Date**

Please sign and return to [Whitney@FirstFiveClub.com](mailto:Whitney@FirstFiveClub.com)