RELEASE & WAIVER OF LIABILITY Child:

Important: Each adult volunteer must read and sign (on behalf of him/herself and any minor children attending any volunteer activities) this "Release and Waiver of Liability" before volunteering at The Acorn school or any other event or site. Please complete this form and hand it in to an Acorn staff member before you volunteer for your first event. It will remain in effect thereafter for any subsequent volunteer activities.

This Release and Waiver of Liability (the "Waiver") executed on this ____day of _____, 20__, by _____(the "Volunteer") in favor of The Acorn – A School for Young Children, Inc., a Texas nonprofit corporation, and/or their respective directors, officers, employees, owners of any premises where activities occur, fellow Acorn parents or volunteers, vendors and agents (collectively, "The Acorn").

I, the Volunteer, desire to contribute as a volunteer for The Acorn and engage in the activities related to being a volunteer. I hereby freely and voluntarily, without duress, execute this Waiver under the following terms:

1. Complete Waiver & Release. I, the Volunteer, indemnify, release and forever discharge and hold harmless The Acorn and its successors and assigns from any and all liability, claims, and demands of whatever kind or nature, either in law or in equity, which arise or may hereafter arise from my volunteer work with The Acorn, including any harm to minor children I may bring with me to such volunteering activities.

I understand and acknowledge that this Waiver discharges The Acorn from any liability or claim that I, the Volunteer, may have against The Acorn with respect to bodily injury, personal injury, illness, death, or property damage that may result from my participation in The Acorn volunteer work. I also understand that The Acorn does not assume any responsibility for or obligation to provide financial assistance or other assistance, including but not limited to medical, health or disability insurance, in the event of injury, illness, death or property damage. **I UNDERSTAND THAT THIS WAIVER & RELEASE IS COMPLETE AND APPLIES EVEN IF INJURIES, ILLNESS, DEATH OR OTHER DAMAGES ARE CAUSED IN WHOLE OR IN PART BY A PRE-EXISTING DEFECT, THE NEGLIGENCE (WHETHER SOLE, JOINT OR CONCURRENT), GROSS NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL FAULT OF THE ACORN.**

2. Insurance. I, the Volunteer, understand that I expressly waive any such claim for compensation or liability on the part of The Acorn beyond what may be offered freely by the representative of The Acorn in the event of such injury or medical expense.

3. Medical Treatment. I hereby release and forever discharge The Acorn from any claim whatsoever that arises or may hereafter arise on account of any first-aid treatment or other medical services rendered in connection with any volunteer activity with The Acorn.

4. Assumption of the Risk. I understand that my time with The Acorn may include activities that may be hazardous to me, including, but not limited to, playground activities with small children, food-preparation activities, loading and unloading of heavy equipment and materials, and local transportation to and from activities. I hereby expressly and specifically assume the risk of injury or harm in these activities and all liability for injury, illness, death, or property damage resulting from the activities of my time with The Acorn.

5. Photographic Release. I grant and convey unto The Acorn all right, title, and interest in any and all photographic images and video or audio recordings made by The Acorn during my work for The Acorn, including, but not limited to, any royalties, proceeds, or other benefits derived from such photographs or recordings.

6. Other. I expressly agree that this Waiver is as broad and inclusive as permitted by Texas law, and that this Waiver shall be governed by and interpreted in accordance with Texas law. I agree that in the event that if any clause or provision of this Waiver shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Release which shall continue to be enforceable.

X _____ _____

Volunteer's Signature Date

_____ _____

Print Volunteer's Name Organization (if applicable)

_____

Street Address City State Zip code

Child's name:
Acknowledgement and Release of Liability

Parents are required to inform The Acorn in writing on the emergency card, health form, food and allergy emergency care plan, medication release form, etc., with a description of and severity of symptoms, about any allergies and health concerns that would affect the health of their child and their participation in the program. Parents are also required to inform The Acorn in writing of any special needs or services the child may receive. This may include speech, occupational therapy, physical therapy, etc. Also, parents are required to provide updated information as changes occur.

The Acorn is committed to making every reasonable effort to provide a safe, healthy environment for children, including those with allergies, special needs, and other health concerns. The Acorn will consider individual allergies and other health concerns before establishing dietary policies for classes and students as the school deems necessary.

Occasional events or scheduled activities may not be able to accommodate particular allergies and other health concerns. The Acorn will make every effort to inform the parents of these events and they will be given the option of keeping their child home or not participating that day. In addition a child that presents with symptoms of viral infection, especially COVID-19, will need a doctor's note to return to school.

By signing below, I hereby release (on behalf of myself and my child) the Acorn, its officers, employees, Board of Directors, and independent contractors, from any and all liability and losses arising from or relating to any injuries or illnesses that may arise or result from my child's attendance at The Acorn School, including without limitation (i) any and all injuries that my child may sustain at The Acorn School or in connection with his or her attendance; (ii) any and all illnesses that my child may contract at The Acorn School or in connection with his or her attendance (including without limitation any injuries or illnesses resulting from exposure to viruses); and (iii) any other issues or injuries related to my child's particular health concerns (including without limitation any injuries or illnesses resulting from exposure to any allergy causing food, drink or other substance at The Acorn School or in connection with his or her attendance). I hereby waive and release any and all claims that I or my child may have with respect to any such injury or illness, regardless of whether the underlying claim arises out of the negligence of The Acorn School or any other released person hereunder. I covenant not to make or bring any such claim against The Acorn School or any other person released hereunder, and forever release and discharge The Acorn School and all other such persons from liability under such claims.

I also release The Acorn, its employees, officers, Board of Directors, and independent contractors from any and all liability arising from administering parent approved medications or treatments related to a child's health concern (including, but not limited to medications or treatments for allergies); this includes any liability based on any type of negligence.

Date Signature X