

Date\_\_\_\_: I\_\_\_; parent/guardian of \_\_\_\_;

I HEREBY agree to register my child at Camelot Kids Child Development Center and agree to the terms and conditions set forth in this Preschool/Kindergarten Admissions Agreement (this "Parent Admissions Agreement").

Camelot Kids Child Development Center is a year-round program with the school year starting in September and ending in August. Students are required to pay tuition each month. Camelot Kids Child Development Center offers five-day, three-day and two day, half day and full day options for children ages 18 months up to entering first grade.

Camelot Kids Child Development Center is open Monday through Friday, excluding all Federal, state, and local holidays, as well as limited closures for parent-teacher conferences and other professional development days that may arise during the year. Parents will receive reasonable advance notice of the days that Camelot Kids Child Development Center will be closed. We are typically closed one week for Spring Break (March/April) two weeks for Staff Development; the week after graduation (June) and one week at the end of summer (August); and two weeks for Winter break (the last two weeks in December, reopening the week following New Year's Day. Please always refer to the school main calendar in our website (<u>https://www.camelotkids.org/main-calendar</u>) as well as our school Monthly "Braggin' Dragon" Newsletter (<u>https://www.camelotkids.org/the-sourcebook</u>) for up to date information, dates of school closures and scheduled events during the school year.

I HEREBY understand and agree to the following;

1. <u>Registration Forms</u>: All registration forms for my child, including without limitation any medical forms (collectively, "Registration Forms"), must be completed before my child attends the Camelot Kids Child Development Center. I understand that Registration Forms must be kept current at all times. I will promptly notify Camelot Kids Child Development Center of any material changes in my child's health or family situation.

2. <u>Program Term:</u> Camelot Kids Child Development Center is a year round program (the "Program"), commencing typically the first week of September and concluding at the end of August of the following year (the "Program Term"). Tuition is due and payable every month (12 months) regardless of vacations, sick days, extended absences or school closures. Camelot Kids Child Development Center does not give credit for vacations, sick days or school closures.

\*\*Little Knights program starts at 18 months of age: If you enroll your child in the Little Knights program you are required to pay monthly tuition starting September to hold your spot until your child is old enough to start. We do not pro-rate based on your child's actual start date.

3. **Programs:** Camelot Kids has five distinct programs; once your child is enrolled in that program they complete the entire school year, from September to August. Once the school year ends, they automatically move up to the next age-appropriate program with the guaranteed schedule they are currently on. Every January we send out a "Re-Enrollment" Form (due by January 15<sup>th</sup>) which allows parents to submit a schedule change request. This form does not guarantee your schedule requests will be granted. Administration will notify you if your schedule changes are available by April 30<sup>th</sup>. Some Little Knights children will transition to Baby Dragons over our summer months July and August with prior written notification. Rainbow Dragons is optional based on age.

- Little Knights (toddler component) 1.5 to 2.5 years of age
- Baby Dragons 2.5 to 3.5 years of age
- Little Dragons 3.5 to 4.5 years of age
- Big Dragons 4.5 to 5.5 years of age



• Rainbow Dragons – 5-6 years of age

4. <u>Tuition and Refund Policies</u>. Current tuition rates for each school year are posted on our website and at least thirty (30) days' advance notice will be given prior to any rate changes during the school year. All other school policies are subject to change at any time, without advance notice. Camelot Kids Child Development Center will not issue any credits and/or refunds on any part of unused tuition, deposit, annual registration, building & maintenance, materials or the earthquake fees. *Please refer to* <u>https://www.camelotkids.org/admissions-tuition</u> for our current tuition rates and fee schedule.

Tuition Payments:

- Tuition is due September through August for (12 month payment plan) for all programs and classes.
- Our *Big and Rainbow Dragon programs* have two payment plan options available upon request. <u>Tuition</u> <u>Payment Plan forms</u> must be submitted by August 15<sup>th</sup> for the upcoming school year.

Big Dragon & Rainbow Dragon Programs offer:

- 10 month annual prorated tuition payment plan September to June. (Graduation),
- 12 month annual prorated tuition payment plan September to August.

Your child may leave the program by June 30<sup>th</sup> without incurring the \$1000 cancellation fee, <u>only if</u>:

- a) They graduate from our Kinder Rainbow Dragon Program; or
- b) <u>They graduate from our</u> Big Dragon Program and is about to enter Kindergarten at another school.

c) Have paid in full the annual tuition on the 10 month payment plan Sept-June. Your \$1,000 deposit will be applied to last month of June.

d) 12 month payment plan tuition is due July and August. Your \$1,000 deposit will be applied to your last month of August.

Rainbow & Big Dragon kids may attend through the summer - July & August months for "Camp Camelot" after graduation with prior written confirmation to make sure are included in our summer roster.

Annual Fees per child – due upon initial enrollment & dates below thereafter:

- Building & maintenance fee Due September 1<sup>st</sup>
- Material fee Due September 1<sup>st</sup>
- Earthquake kit fee. Due September 1<sup>st</sup>

<u>Enrollment Deposit</u>: A non-refundable enrollment deposit ("Enrollment Deposit") is required upon initial enrollment for new families & siblings of current enrolled families in order to secure your child's placement in the program.

- First month tuition (Based on your child's schedule)
- Deposit (one-time fee) Applied to last month's tuition or toward cancellation fee if leaving before graduating as a Big or Rainbow Dragon
- Registration fee
- Building & Maintenance fee
- Material fee
- Earthquake Kit fee

The Enrollment Deposit will be applied to your first month's tuition and annual fees. The entire Enrollment Deposit is non-refundable. No exceptions.

Kinder Enrollment Deposit: For those Big Dragons who intend to attend the Kinder Program at Camelot (the



"Kinder Program"), the deposit to participate in that program (the "Kinder Enrollment Deposit") is due by February 1<sup>st</sup> – NON REFUNDABLE

- 1<sup>st</sup> month tuition Sept (check website for current rates) Feb 1st
- Registration Feb 1<sup>st</sup>

The remaining annual fees will be due September 1<sup>st</sup>.

- Building & Maintenance fee
- Material fee
- Earthquake Kit fee

The entire Kinder Enrollment Deposit is non-refundable. No exceptions. *Please refer to* <u>https://www.camelotkids.org/admissions-tuition</u> for our current tuition rates and fee schedule.

5. <u>Due Date for Tuition Payments</u>. All tuition payments are due on the 1<sup>st</sup> of each month and are considered late if received after 5pm on the 5<sup>th</sup> of each month. A late fee of \$30 will be assessed on the 6th day of the month, and \$10 per day thereafter until fully paid. My child will not be able to participate in the program(s) at Camelot Kids Child Development Center in which my child is enrolled, if my account is 10 days overdue. All accounts overdue past 30 days will be outsourced for collections.

6. <u>Fee Acknowledgement</u>. I acknowledge and agree that (a) all fees, deposits and tuition payments owed to Camelot Kids Child Development Center under this Admissions Agreement (including the fees, deposits and tuition payments described in <u>Sections 5</u> through <u>8</u> hereof) will continue to be due and payable pursuant to, and in accordance with, this Admissions Agreement, (b) all such fees, deposits and tuition payments are non-refundable and (c) my obligation to timely pay all such fees, deposits and tuition payments pursuant to, and in accordance with, this Admissions Agreement will not be affected or limited by (i) the outbreak of any contagious disease, virus, bacteria, epidemic or pandemic (including COVID-19 or influenza) (an "Outbreak"), (ii) any shutdown or limiting of any government services as a result of an Outbreak, (iii) any declaration of martial law, quarantine or similar directive, guidance, policy or other action by any governmental authority related to an Outbreak or (iv) any shutdown of Camelot Kids Child Development Center or limitation of the services provided by Camelot Kids Child Development Center under this Admissions Agreement as a result of an Outbreak.

7. <u>Punctuality</u>: I will abide by all the Camelot Kids Child Development Center's policies and procedures for use of the Camelot Kids Child Development Center and hours of operation (typically 8am to 5:30pm). I understand that a late pick up fee of \$10 will be assessed for the first hour for picking my child up after the 10 minute grace period (the "Grace Period") following my scheduled pickup time, depending on the particular class in which my child is enrolled. An additional late fee of \$10 per hour will be assessed thereafter. If my child is enrolled in Extended Care, I understand there is no Grace Period after Extended Care and I will be charged a \$10 late fee at 5:30pm and \$1 per minute after 5:30pm. Little Knights Toddler center closes at 4:30pm with a 10 min grace period. I will be charged a \$10 late fee at 4:40pm and \$1 per min after 4:40pm.

8. <u>Sign In/Sign Out – Failed Sign In and Out (FSO)</u>. It is a licensing requirement by DSS that I sign my child in and out each day on Camelot Kids Child Development Center's computer system. I will be assessed a \$10 FSO Charge per occurrence if I fail to do so.

9. <u>No Release to Unauthorized Persons</u>. No child will be released to unauthorized persons who are not registered on the emergency forms or otherwise authorized by me in writing to pick up my child.

10. <u>Reductions to Schedule During the School Year</u>. I am required to provide Camelot Kids Child Development Center with at least thirty (30) days' advance written notice prior to reducing my child's schedule.



If I provide Camelot Kids Child Development Center with less than thirty (30) days' notice of such a change, my monthly payment will not be reduced to conform to the new schedule until the following month.

11. <u>Leave of Absence</u>. If I plan on having my child leave the program for an extended period of time and I desire for Camelot Kids Child Development Center to hold my child's space until I return, monthly tuition is due and payable each month. If I do not pay monthly tuition on time during this period, my child's spot will be given to another child on Camelot Kids Child Development Center's wait list and I will be responsible for the cancellation fee of \$1000. I may re-apply upon my return by submitting a wait list application & \$50 application fee, but there are no guarantees that I will be readmitted to the program.

12. <u>Annual Increase</u>. Tuition typically increases 5% at the beginning of each Program Term from the previous year, though Camelot Kids Child Development Center reserves the right to increase tuition by a greater percentage with reasonable advance notice prior to the commencement of the Program Term.

13. <u>Nap Sheet and Bag</u>. If my child naps at Camelot, my child will be provided with a sheet with my child's name clearly marked and a Camelot nap bag (the "Nap Sheet and Bag"). The fee for issuance of the Nap Sheet shall be \$25. If my sheet gets lost, I will be required to pay for another one. In compliance with Department of Social Services ("DSS") standards, all children must sleep on a sheet. Therefore, if I forget to bring my child's sheet they will be required to sleep on a "CK spare" and I will be charged a \$5 per day cleaning fee. All bedding must go home on Fridays, cleaned and returned by Monday.

14. <u>Enrichment Classes and Extended Care</u>. All enrichment classes, extended child-care services and dropin services need to be confirmed in writing by the Director and paid in advance. If my child is only attending an enrichment class and not otherwise participating in the Program, Camelot Kids Child Development Center is not responsible for supervision before or after the enrichment class. Camelot Kids Child Development Center will release my child to the person designated to pick-up child. The Grace Period shall apply to the conclusion of the enrichment class and fees shall be applied in like fashion.

15. <u>Outside Services</u>. If I receive services from any outside agencies (*i.e.*, Lanterman & others), I agree to pay the balance difference between what the outside service providers pay and my monthly tuition and any other fees payable.

16. <u>Parents' Knight Out</u>. Parents' Knight Out (PKO) is offered once a month from 5-9pm for \$60 per child. I understand I need to clock my child in and out on the sign-in computer. I understand that the "Grace Period" does not apply if I arrive after 9pm to pick up my child I will be charged a \$10 late fee at 9:01 and \$5 per minute thereafter. If I do not clock in or out, I will be charged \$25 for failing to sign out in a timely fashion (an "FSO Charge").

17. <u>Responsibility of Parent to Coordinate Scheduled Field Trips and Off-Campus Activities</u>. I understand that I am responsible for planning all of my child's play dates and other after-school social activities beforehand. Camelot Kids Child Development Center will not assist in planning (social) events or provide usage of our phone lines to coordinate such events. I am responsible for communicating play dates to my child's teachers, so that Camelot Kids Child Development Center will know who is picking up my child to the extent that person is not authorized on the regular form.

18. <u>**Rights of Licensing Agency</u>**. DSS has the authority to interview children or staff without prior consent. Camelot Kids Child Development Center shall ensure that provisions are made for private interviews with any children or staff members. DSS has the authority to inspect, audit, and copy child or child care center records upon demand during normal business hours. Records may be removed if necessary for copying.</u>



Removal of records shall be subject to the requirements in Sections 101217(c) and 101221(d). Camelot Kids Child Development Center shall ensure that provisions are made for the examination of all records relating to the operation of the child care center. DSS has the authority to observe the physical condition of the children, including conditions that could indicate abuse, neglect or inappropriate placement.

19. <u>Cancellation Notice</u>. In the event that I intend to withdraw my child from the Program, Camelot Kids Child Development Center requires at least thirty (30) days' prior written notice ("Cancellation Notice"). I understand that I will be responsible to pay an early cancellation fee of **\$1000** (the "Cancellation Fee"), which shall be due and payable at the time of delivery of the Cancellation Notice, in the following events: (a) my child leaves the Program during the Program Term, or (b) my child leaves the Program at the end of the Program Term, but prior to graduating from the Big Dragon Program in August, meaning that my child leaves the Program as a Little Knights Dragon, Baby Dragon or Little Dragon. If the Cancellation Notice is given less than thirty (30) days from the date that I intend for my child to leave the Program, I will be responsible for one full month's tuition in addition to the Cancellation Fee.

20. <u>Cancellation of Enrollment for Cause</u>. Camelot Kids Child Development Center reserves the right immediately to cancel my child's enrollment based on any of the following conditions:

- Camelot Kids Child Development Center becomes aware of a child's special needs whose needs are better served through another program (referral to public or private program)
- Failure to pay any amounts owed to Camelot Kids Child Development Center when due;
- Camelot Kids Child Development Center determines, in Camelot Kids Child Development Center's sole discretion, that my child's or my behavior is a threat or danger to other children, parents, teachers, enrolled in the program or themselves or the program itself;
- Camelot Kids Child Development Center determines, in Camelot Kids Child Development Center's sole discretion, that I or my child is demanding excessive amounts of staff energy and time at the expense of other children, or placing another child at risk from inappropriate or uncontrolled behavior;
- I refuse to seek a professional evaluation or follow through on behavioral instruction when recommended by a teacher or administrator;
- Failure to comply with California State Immunization requirements in the time frame stated;
- Failure to pick up my child on time on more than three occasions;
- Camelot Kids Child Development Center determines, in Camelot Kids Child Development Center's discretion, that I or my child has engaged in inappropriate behavior, including, without limitation, excessive violence, biting, hitting, intimidating, bullying, yelling, screaming, kicking, hair pulling, spitting, pushing, and destroying Camelot Kids Child Development Center and/or others' property; or
- Failure to turn in required forms.

21. <u>Cancellation of Enrollment At-Will</u>. In addition to Camelot Kids Child Development Center's right to cancel enrollment for cause as set forth above, Camelot Kids Child Development Center has the right, in Camelot Kids Child Development Center's sole discretion, without cause and without the necessity to provide reason, to termination my child's enrollment in the program by providing at least one (1) business days' notice to me of such termination.

22. <u>Assumption of Risk Regarding Playground</u>. I hereby allow my child to play at Camelot Kids Preschool playground, including, without limitation, all play structures located thereon and the tree house (collectively, "Camelot Kids Playground") and understand by its very nature, the Camelot Kids Playground carries with it certain inherent risks that cannot be completely eliminated, regardless of the care taken to avoid injuries. Without limiting the foregoing, in connection with the execution and delivery



of this Admissions Agreement, I will execute and deliver to Camelot Kids Child Development Center the Camelot Kids Preschool Playground Waiver and Release attached hereto as <u>Exhibit A</u>.

23. <u>Waiver and Release of Liability Regarding COVID-19</u>. In connection with the execution and delivery of this Admissions Agreement, I will execute and deliver to Camelot Kids Child Development Center the COVID-19 Waiver and Release attached hereto as <u>Exhibit B</u>.

24. <u>Right to Use Photographic & Video Material</u>. I understand that Camelot Kids Child Development Center staff and parents may take photos of myself and/or my child from time to time to be used for purposes including without limitation: the yearbook, website, weekly newsletter, and all social media related to Camelot Kids Child Development Center. I hereby give Camelot Kids Child Development Center permission to use photographs/sound/video of myself and my child for publicity, promotion, news releases, social media and other public use. This may also apply to any sort of written composition or visual arts of a minor, if published. I hereby release and discharge Camelot Kids from and all claims arising out of the use of the photograph/video/sound that I or the minor child may have in this regard.

25. <u>Integrity</u>. As a parent of Camelot Kids Child Development Center, I understand it is my responsibility to treat all members of the Camelot Kids Child Development Center community with integrity and respect. Camelot Kids Child Development Center does not endorse negative gossip or behavior that jeopardizes the positive community in which we support and cultivate. If there are any issues regarding concerning my child's experience at Camelot Kids Child Development Center, such issues should be addressed with the school administration directly. I understand that I have a responsibility to make sure that any use of social media (Facebook, Twitter, Instagram, Vimeo, Pinterest, Snapchat, or similar platforms) is consistent with these principles.

26. <u>Non solicitation of Employees</u>. Employees of Camelot Kids are not permitted to be solicited by parents for private work of any kind during or after your enrollment at Camelot Kids to the maximum extent allowable under law.

27. <u>Acknowledgement</u>. I have read the Camelot Kids Parent Handbook (the "Handbook") online and agree to all the policies and procedures therein. I acknowledge that my failure to abide by any of the policies set forth in the Handbook or to otherwise adhere to this Admissions Agreement may result in denial of the privilege to use Camelot Kids Child Development Center or any Camelot Kids Child Development Center program at any point now, or in the future.

28. <u>Force Majeure</u>. Camelot Kids Child Development Center will be excused from performance under this Admissions Agreement for any period of time during which, and to the extent that, it is prevented from performing any obligation or service, in whole or in part, as a result of a cause beyond its reasonable control, including, but not limited to, (a) acts of God, (b) acts of war, (c) fire, (d) communication line failures or power failures, (e) earthquakes, floods, blizzard or other natural disasters, and (f) an Outbreak, any shutdown or limiting of any government services as a result thereof and any declaration of martial law, quarantine or similar directive, guidance, policy or other action by any governmental authority related thereto (a "Force Majeure Event"). Upon the occurrence of any Force Majeure Event, Camelot Kids Child Development Center will deliver to you written notice (which may be by email) thereof as soon as reasonably practicable after the occurrence of such Force Majeure Event.

29. <u>Entire Agreement</u>. This Admissions Agreement and the Exhibits attached hereto constitute the entire agreement between me, on the one hand, and Camelot Kids Child Development Center, on the



other hand. This Admissions Agreement supersedes any other verbal or written agreement and may not be amended or modified by any other agreement.

30. <u>Reservation of Rights</u>. I hereby acknowledge that Camelot Kids Child Development Center reserves all rights, none of which are waived by virtue of any instance where Camelot Kids Child Development Center does not take action within a specific time period in response to a violation of this Admissions Agreement or the Handbook.

31. <u>Severability</u>. If it turns out that a particular term set forth herein is not enforceable, this will not affect any other terms set forth herein.

32. Arbitration. I understand that by agreeing to arbitrate any dispute as set forth in this section, I am waiving my right, and the right(s) of the minor child(ren) above, to maintain a lawsuit against CAMELOT KIDS PRESCHOOL and LITTLE KNIGHTS and/or any of its directors, managers and staff and the other Releasees for any and all claims covered by this Agreement. By agreeing to arbitrate, I understand that I will NOT have the right to have my claim determined by a jury, and the minor child(ren) above will **NOT** have the right to have claim(s) determined by a jury. Reciprocally, CAMELOT KIDS PRESCHOOL, LITTLE KNIGHTS and the other Releasees waive their right to maintain a lawsuit against me and the minor child(ren) above for any and all claims covered by this Agreement, and they will not have the right to have their claim(s) determined by a jury. ANY DISPUTE, CLAIM OR CONTROVERSY ARISING OUT OF OR RELATING TO MY OR THE CHILD'S ACCESS TO AND/OR USE OF THE CAMELOT KIDS PRESCHOOL and LITTLE KNIGHTS PREMISES AND/OR ITS EQUIPMENT, INCLUDING THE DETERMINATION OF THE SCOPE OR APPLICABILITY OF THIS AGREEMENT TO ARBITRATE, SHALL BE BROUGHT WITHIN ONE YEAR OF ITS ACCRUAL (i.e., the date of the alleged injury) AND BE DETERMINED BY ARBITRATION IN THE COUNTY OF CAMELOT KIDS PRESCHOOL AND LITTLE KNIGHTS FACILITY, IN CALIFORNIA, BEFORE ONE ARBITRATOR. THE ARBITRATION SHALL BE ADMINISTERED BY ADR SERVICES, INC. PURSUANT TO ITS EXPEDITED ARBITRATION RULES AND PROCEDURES. JUDGMENT ON THE AWARD MAY BE ENTERED IN THE LOS ANGELES SUPERIOR COURT OR ANY COURT HAVING JURISDICTION. THIS CLAUSE SHALL NOT PRECLUDE PARTIES FROM SEEKING PROVISIONAL REMEDIES IN AID OF ARBITRATION FROM A COURT OF APPROPRIATE JURISDICTION. This Agreement shall be governed by, construed and interpreted in accordance with the laws of the State of California, without regard to choice of law principles. Notwithstanding the provision with respect to the applicable substantive law, any arbitration

conducted pursuant to the terms of this Agreement shall be governed by the Federal Arbitration Act

(9 U.S.C., Sec. 1-16). I understand and acknowledge that ADR SERVICES Arbitration Rules to which I agree are available online for my review at adrservices.com, and include ADR SERVICES, INC. Comprehensive Arbitration Rules & Procedures; Expedited Procedures; and, Policy on Consumer Minimum Standards of Procedural Fairness.

I have read the Camelot Kids Parent Handbook online and agree to all the policies and procedures therein. If I do not comply with these terms, and Camelot Kids Child Development Center does not take action right away, this doesn't mean that Camelot Kids Child Development Center is giving up any rights that they may have (such as taking action in the future).

I understand that Little Knights Toddler Center is licensed under the Camelot Kids Child Development Center umbrella and all terms in this parent admission agreement apply to Little Knights & Camelot Kids enrollees.

Parent Signature:	Date:
Director/Administrator Signature: _	Date:



# **EXHIBIT A**

#### WAIVER AND RELEASE FOR THE USE OF CAMELOT KIDS PRESCHOOL PLAYGROUND

1. By signing this waiver and release, I hereby allow my child to play at CAMELOT KIDS PRESCHOOL playground, including, without limitation, all play structures located thereon and the tree house (collectively, "CAMELOT KIDS PLAYGROUND").

2. I am aware that play at the CAMELOT KIDS PLAYGROUND includes, among other things, my child's playing on structures that maybe built, in part or in total, by non-licensed contractors and/or parents.

3. I acknowledge and agree that my child's use of the Camelot Kids Playground, by its very nature, carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. The specific risks vary from one activity to another, but in each activity the risks range from 1) minor injuries such as scratches, bruises, lacerations and sprains, to 2) rare major injuries such as eye injury or loss of sight and concussions, to 3) even rarer catastrophic injuries including paralysis and death. I, on behalf of my child and myself, hereby assume the risk of any and all accidents or injuries of any kind which may be sustained by anyone or anything by reasons of or in connection with me and/or my child's use of the Camelot Kids Playground, including, but not limited to the negligent acts of Camelot Kids Preschool, and I, for myself, and for my child, my heirs, personal representatives or assigns, and anyone claiming through or under me, hereby release, discharge and absolve Camelot Kids Preschool, and its employees, offices, agents and representatives from any and all liability or responsibility for any and all accidents or injuries sustained by anyone or anything as a result of my child's use of the Camelot Kids Playground. Further, to the fullest extent permitted by law, I fully ASSUME THE RISK OF MYSELF AND MY CHILD BEING INJURED at the Camelot Kids Playgrounds.

4. I, on behalf of my child and myself, also expressly waive any and all rights under Section 1542 of the California Civil Code and under any statute, rule, or principle of common law or equity of any jurisdiction that is similar to Section 1542. I, on behalf of my child and myself, acknowledge that neither my child nor I may invoke the benefits of Section 1542 or any similar provision in order to prosecute or assert in any manner any claims released in this waiver and release. I, on behalf of my child and myself, am aware that Section 1542 provides as follows:

# "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

Thus, notwithstanding the provisions of the California Civil Code, including Section 1542, and for the purpose of implementing a full and complete release and discharge of Camelot Kids Preschool, I, on behalf of my child and myself, expressly acknowledge that this release is intended to include in its effect, without limitation, all matters which my child and/or I do not know or suspect to exist in their favor at the time of execution hereof, and thus, this release contemplates the extinguishment of any such matter. Further, I, on behalf of my child and myself, expressly acknowledge that the foregoing waiver of Section 1542 has been separately bargained for.

5. I represent and warrant to Camelot Kids Preschool that: (a) I am the parent or legal guardian of the child listed below and am authorized to sign documents on his/her behalf; (b) I am of legal age and have the right to contract in my own name; (c) I have the full power and authority to execute this waiver and release; and (d) I have read this waiver and release completely and I fully understand its content.

6. This waiver and release shall be governed by and construed in accordance with the laws of the State of California, notwithstanding its conflict of laws principles. No modifications of this waiver and release or any of its terms shall be effective unless in writing signed by the duly authorized representatives of Camelot Kids Preschool and me.

#### SIGNATURE of PARENT or LEGAL GUARDIAN:

#### PRINTED NAME of PARENT or LEGAL GUARDIAN: \_\_\_\_\_

NAME of CHILD:

DATE: \_\_\_\_\_



# **EXHIBIT B**

#### COVID-19 RELEASE AND WAIVER

In consideration of being permitted, and my child being permitted, to enter the premises and facilities (the "**Premises**") of Camelot Kids Child Development Center, a California corporation doing business as Camelot Kids Preschool ("**Camelot**"), and attend Camelot pursuant to, and in accordance with, that certain Preschool/Kindergarten Admissions Agreement by and between Camelot and me, I hereby acknowledge and agree to the following on behalf of myself and my child:

1. **ASSUMPTION OF RISK**. I hereby acknowledge that (a) the novel coronavirus COVID-19 ("**COVID-19**") is extremely contagious and is believed to spread mainly from person-to-person contact, (b) entering the Premises and/or attending Camelot could increase my and my child's risk of being exposed to and/or infected by COVID-19, (c) such exposure or infection may result in a serious medical condition requiring medical treatment in a hospital or could possibly lead to death, and (d) such exposure or infection may result from the actions, omissions, or negligence of Camelot, its officers, directors, managers, shareholders, agents, employees, volunteers, representatives and/or other Camelot attendees and families. I, on behalf of myself, my child and each of our heirs, successors and assigns, knowingly, freely and fully assume all such risks. I, on behalf of myself, my child and each of our heirs, accept sole responsibility for any injury to myself or my child (including, without limitation, personal injury, disability, death or other loss or liability) as a result of such risks and/or our entering the Premises and/or attending Camelot.

2. <u>RELEASE</u>. I, on behalf of myself, my child and each of our heirs, successors and assigns, hereby forever and irrevocably release, waive, relinquish, and discharge Camelot and its officers, directors, managers, shareholders, agents, employees, representatives, volunteers and successors and assigns (collectively, the "**Released Parties**") from any and all claims, demands, liabilities, responsibilities, rights, damages, expenses, and causes of action of whatever kind or nature, and other losses of any kind, whether known or unknown, foreseen or unforeseen, (collectively, "**Damages**") as a result of me and/or my child entering the Premises and/or attending Camelot, including, but not limited to, any Damages (a) related to any exposure to or infection by COVID-19 (including any personal injury, disability, death or other loss or liability related thereto) and (b) based on the actions, omissions, or negligence of Camelot or the other Released Parties (collectively, the "**Released Claims**").

3. **WAIVER OF SECTION 1542**. I, on behalf of myself and my child, (a) hereby expressly waive all rights afforded by Section 1542 of the California Civil Code ("**Section 1542**") with respect to the Released Parties and Released Claims, (b) acknowledge that neither I nor my child may invoke the benefits of Section 1542 or any similar provision in order to prosecute or assert in any manner any Released Claims and (c) am aware that Section 1542 provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASING PARTY.

Thus, notwithstanding the provisions of the California Civil Code, including Section 1542, and for the purpose of implementing a full and complete release and discharge of Camelot and the other Released Parties, I, on behalf of myself and my child, expressly acknowledge that the releases in this Waiver and Release of Liability (this "**Waiver**") are intended to include in its effect, without limitation, all matters which I and/or my child do not know or suspect to exist in our favor at the time of execution hereof, and thus, this Waiver contemplates the extinguishment of any such matters. Furthermore, I, on behalf of myself and my child, expressly acknowledge that the foregoing waiver of Section 1542 has been separately bargained for.



4. <u>COVENANT NOT TO SUE</u>. I, on behalf of myself and my child, hereby agree and covenant never to file a lawsuit, arbitration proceeding or any other administrative proceeding against Camelot or the other Released Parties for any Released Claims or Damages related thereto.

5. **REPRESENTATIONS AND WARRANTIES.** I hereby represent and warrant to Camelot that: (a) I am the parent or legal guardian of the child listed below and am authorized to sign documents on such child's behalf, (b) I am of legal age and have the right to contract in my own name, (c) I have the full power and authority to execute this Waiver and (d) I have read this Waiver completely and I fully understand its contents.

6. **INTERPRETATION; SEVERABILITY**. I expressly agree that this Waiver is intended to be as broad and inclusive as is permitted by the laws of the State of California and that if any portion hereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

7. <u>GOVERNING LAW; MODIFICATIONS</u>. This Waiver shall be governed by and construed in accordance with the laws of the State of California, notwithstanding its conflict of laws principles. No modifications of this Waiver or any of its terms shall be effective unless in writing signed by a duly authorized representative of Camelot and me.

# I HAVE FULLY READ AND UNDERSTAND THE CONTENTS OF THIS WAIVER AND I SIGN BELOW TO INDICATE MY AGREEMENT OF MY OWN FREE WILL.

SIGNATURE of PARENT or LEGAL GUARDIAN: \_\_\_\_\_

PRINTED NAME of PARENT or LEGAL GUARDIAN: \_\_\_\_\_

NAME of CHILD:

DATE: \_\_\_\_\_