**Release of Liability, Waiver of Claims and Assumption of Risks**

**By signing this document, you will waive certain legal rights, including the right to sue or claim compensation.**

***PLEASE READ CAREFULLY***

I, the parent or legal guardian or other authorized person(s) or organization with custody rights, access rights, or parental authority over the following child, hereby grant my child permission to attend the KIDZTOWN SCHOOL YEAR, commencing in September 2025 until June 2025, or as amended from time to time, at 1110 McTavish Ave. East, Brandon, MB R7A 7B9 (hereinafter referred to as the “Program”). **For greater clarity, this Consent and Waiver shall apply at all times during the my child’s participation, including, without limitation, traveling to and from any place at which activities associated with the Program are conducted**.

By participating in the Program provided by International Worship Centre Inc. (the “Organization”), I acknowledge and agree as follows:

1. I warrant and represent that I am the person with decision-making responsibility, and I am entitled to make decisions about the care and affair of my child. Further, I am entitled to enter into this Waiver and Release of Liability on my own behalf and on behalf of my child and on behalf of any other parent or guardian of my child.
2. I am aware and understand that there are risks related to my child’s participation. I further understand and acknowledge the inherent risks, dangers, and hazards that may occur in connection with or arising out of my child’s participation, which may include, but are not limited to: serious illness and exposure to bacterial and/or viral disease(s), including COVID-19; any bodily injury, including aggravation of existing injury or condition; abrasions, fractures, sprains or concussions; burns, minor and major wounds, rashes, and contact with animals, insects, plans and other allergens; slip, trip or fall; minor and major wounds; and loss, theft or damage to personal property.

 **I acknowledge that I am permitting my child to voluntarily participate with knowledge of the risks, dangers, and hazards involved. I hereby agree to accept and assume all risks of injury, illness, disability, death, or property damage arising from my child’s participation, whether caused by the negligence, gross negligence, negligent rescue of the Organization or otherwise.**

 **I further acknowledge that it is my sole responsibility to be familiar with the activities, agenda, rules and regulations and agree to advise my child to comply with all such rules and regulations. In the event that my child fails to comply with same OR wishes to be removed or withdrawn from the Program at any time, IT IS MY SOLE RESPONSIBILITY to bring my child home from the Program at my own expense.**

1. I hereby expressly waive and release any and all claims which I have or may in the future have, against the Organization, and its officers, directors, employees, agents, representatives, affiliates, shareholders, successors, and assigns (collectively, "Releasees"), on account of injury, illness, disability, death, or property damage arising out of or attributable to my child's participation, whether arising out of the negligence, gross negligence, negligent rescue of the Organization or any other Releasee or otherwise, including without limitation, breach of contract, or breach of any statutory or other duty of care. I covenant not to make or bring any such claim against the Organization or any other Releasee, and forever release and discharge the Organization and all other Releasees from liability under such claims.
2. I shall defend, indemnify, and hold harmless the Organization and all other Releasees against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable legal fees, fees, and the costs of enforcing any right to indemnification hereunder, and the cost of pursuing any insurance providers, incurred by/awarded against the Organization or any other Releasees in a final non-appealable judgment, arising out or resulting from ANY claim of a third party related to my child's participation.
3. This Consent and Waiver constitutes the sole and entire agreement of the Organization and me with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. If any term or provision of this Consent and Waiver is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Consent and Waiver or invalidate or render unenforceable such term or provision in any other jurisdiction. This Consent and Waiver is binding on and shall inure to the benefit of the Organization and me and our respective successors and assigns. All matters arising out of or relating to this Consent and Waiver shall be governed by and construed in accordance with the laws of the Province of Manitoba and the federal laws of Canada applicable therein.
4. **MEDICAL Consent and Acknowledgement:** I am aware that the Organization requires a valid health number and completed medical information in the event of a medical emergency. I further acknowledge that I am solely responsible for ensuring that my child has sufficient medication, including, without limitation, EpiPens and inhalers, for the entire duration of the Program. I understand that it is my responsibility to consult with an appropriate medical practitioner prior to my child’s participation. I represent and warrant that I have fully disclosed to the Organization any and all conditions or information that may affect my child’s ability to participate, increase my child’s risk of injury, or may have an impact on other participants.

I hereby authorize the Organization and its representative, staff, or volunteer to provide appropriate emergency first aid and CPR to my child in the event of a medical emergency, to sign a consent for medical treatment, and to authorize any physician or hospital to provide medical advice, treatment, and services as the Organization may in its sole and absolute discretion deem necessary for the health and safety of my child.

**BY SIGNING THIS DOCUMENT, I acknowledge that I have read and understood all of the terms of this Waiver and that I am voluntarily giving up substantial legal rights (on my child’s behalf and on behalf of my heirs, executors, administrators, and next-of-kin), including the right to sue the Organization and the Releasees.**

NAME: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

SIGNATURE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

WITNESSED BY: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

WINESS SIGNATURE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_