

MUSKINGUM

U N I V E R S I T Y

Acknowledgement of Receipt of
Muskingum University Center for Child Development
Parents Handbook and
Release and Indemnification Agreement

I/We have received and reviewed the Muskingum University Center for Child Development ("MUCCD") Parent Handbook (Rev. March 1, 2020). _____ ("Child"), of whom I am/we are the parent(s) or legal guardian, is enrolled in MUCCD.

I/We understand that MUCCD operated in a communal setting where other minor children typically are present. I/We also understand that any communal setting involving young children has the potential for illness of or injury to the Child as a result of being in close proximity to the other children or due to other circumstances beyond MUCCD's reasonable control.

I/We acknowledge that although MUCCD and its staff will exercise reasonable care to prevent injury to the Child or his/her contraction of communicable illnesses, MUCCD is not and cannot be the insurer of the Child's health or safety. Accordingly, I/we hereby waive and release Muskingum University ("University"), MUCCD and their respective staff members from any claim relating to the Child's health or safety while in MUCCD's Care except for an illness or injury shown to have been caused directly and solely by the intentional or grossly negligent act of the University, MUCCD or their respective staff members.

I/We also hereby agree to indemnify and hold harmless the University, MUCCD and the staff members of both, from any liability, damages or costs (including attorney's fees) incurred in connection with any action brought by the undersigned, brought on behalf of the Child, or brought by the Child after reaching the age of majority, other than one in which it is proven that an illness of or injury to the Child was caused directly and solely by the intentional or grossly negligent act of the University, MUCCD or the staff members of either.

Consideration for the foregoing Agreement is MUCCD allowing me/us to enroll the Child in MUCCD's program which I/we acknowledge to be good, valuable and sufficient consideration to support my/our above undertaking. In Witness Whereof, the undersigned have duly executed this Receipt and **Release and Indemnification Agreement** this ____ day of _____, 20____.

[Both parents must sign unless the signatory demonstrates that he/she has sole legal custody of the Child.]

Printed name

Printed name

Relationship to Child

Relationship to Child

Signature

Signature

This form will be kept in the child's file
#559090v1 42866.54137 SU: Release and Indemnification Agreement 2020