



RELEASE OF LIABILITY

I _____ HEREBY ASSUME ALL OF THE RISKS OF PARTICIPATING IN ANY/ALL ACTIVITIES ASSOCIATED WITH ROSE SOCAL, LLC DBA THE GRATITUDE GARDEN PRESCHOOL (hereinafter “the School”) including by way of example and not limitation, any risks that may arise from negligence or carelessness on the part of the persons or entities being released, from dangerous or defective equipment or property owned, maintained, or controlled by them, or because of their possible liability without fault.

I certify that I am physically fit, have sufficiently prepared or trained for participation in this activity, and have not been advised to not participate by a qualified medical professional. I certify that there are no health-related reasons or problems, which preclude my participation in this activity.

I acknowledge that this Release of Liability form will be used by the School of the activity in which I may participate, and that it will govern my actions and responsibilities at said activity.

In consideration of my application and permitting me to participate in this activity, I hereby take action for myself, my child(ren), executors, administrators, heirs, next of kin, successors, and assigns as follows:

(A) I WAIVE, RELEASE, AND DISCHARGE from any and all liability, including but not limited to, liability arising from the negligence or fault of the entities or persons released, for my death, disability, personal injury, property damage, property theft, or actions of any kind which may hereafter occur to me including my traveling to and from this activity, THE FOLLOWING ENTITIES OR PERSONS, the School and/or its directors, officers, employees, volunteers, representatives, and agents, and the activity holders, sponsors, and volunteers;

(B) INDEMNIFY, HOLD HARMLESS, AND PROMISE NOT TO SUE the entities or persons mentioned in this paragraph from any and all liabilities or claims made as a result of participation in this activity, whether caused by the negligence of release or otherwise.

I acknowledge that School and its directors, officers, volunteers, representatives, and agents are NOT responsible for the errors, omissions, acts, or failures to act of any party or entity conducting a specific activity on their behalf.

I acknowledge that this activity may involve a test of a person's physical and mental limits and carries with it the potential for death, serious injury, and property loss. The risks include, but are not limited to, those caused by terrain, facilities, temperature, weather, condition of participants, equipment, vehicular traffic, lack of hydration, and actions of other people including, but not limited to, participants, volunteers, monitors, and/or producers of the activity. These risks are not only inherent to participants, but are also present for volunteers.

I hereby consent to receive medical treatment that may be deemed advisable in the event of injury, accident, and/or illness during this activity.

I understand while participating in this activity, I may be photographed. I agree to allow my photo, video, or film likeness to be used for any legitimate purpose by the School.

The Release of Liability Form shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.

MEDIATION. I agree for myself, my minor child, and my visiting child(ren) that any dispute with Rose SoCal, LLC DBA Gratitude Garden Preschool and TESLA Country Day, Thrive Children’s Academy, LLC, and the City of San Clemente (collectively the “School”), as a prerequisite to filing any complaint or claim arising out of or relating to any portion of my child’s enrollment at the School, services under my child’s enrollment, or the breach, termination, enforcement, interpretation, performance, or validity thereof, including the determination of the scope or applicability of this agreement to mediate (the “Mediation”), the following procedures shall apply: I shall give to the School a written notice of dispute (the “Notice of Dispute”) by United States Postal Service Certified Mail addressed to: Director, 92 Avenida La Pata, San Clemente, CA 92073. In the absence of any settlement of the dispute, the School shall, within seven (7) days of receiving it, give to me a response in writing to the Notice of Dispute (the “Response”). I may, within seven (7) days of receiving it, give to the School any reply in writing to the Response (the “Reply”). Within fourteen days of the Response, or the Reply if



given, the School and I shall meet to attempt to resolve all grievances (the “Initial Meeting”) in the absence of legal representatives or any other third party, unless joint agreement is reached between us for legal representatives to be present. After the expiration of seven (7) days of the Initial Meeting and in the absence of any settlement, the dispute shall be referred to a single mediator appointed by mutual consent or, in the event that agreement cannot be reached within that period, either party may request that a mediator be appointed by the American Arbitration Association in Orange County, California; it being agreed that any such mediator shall be a retired Superior Court Judge or an attorney with substantial experience with consumer disputes. The mediation shall take place in Orange County, California and shall be conducted in accordance with the mediator’s directions and shall be completed within forty-five (45) days of the giving of the Notice of Dispute. Each party shall pay for one half of the costs of the mediation. If, at the conclusion of the forty-five (45) day period (unless such period is extended by agreement of the parties), the dispute has not been settled, I am at liberty to file a claim under the Arbitration provision below. For the avoidance of doubt, the presence of the Mediation administrative process shall not affect my rights or remedies of under this Mediation, except with regard to the timing of commencement of any claim pursuant to the Arbitration provision below.

Each provision or portion of the Mediation process is intended to be severable. If any provision or portion of the Mediation process, or the application of such provision or portion to any person, entity or circumstance, shall be held invalid, illegal, or unenforceable in any respect, the remainder of the Mediation process, or the application of such provision or portion to persons, entities or circumstances other than those as to which it is held invalid, shall not be affected thereby and the Mediation process shall be construed as if the illegal, invalid or unenforceable provision or portion were never a part hereof.

ARBITRATION. Upon exhaustion of the Mediation process above, any dispute, claim or controversy arising out of or relating to any portion of my child’s enrollment at the School, services under my child’s enrollment application, or the breach, termination, enforcement, interpretation, performance, or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate (the “Arbitration”), shall be determined by arbitration in Irvine, California, or another location agreed to by the parties. The Arbitration shall be administered by ADR Services, Inc. (“ADR Services”). The Arbitration shall be held before a sole arbitrator and shall be binding with no right of appeal. The Arbitration shall be conducted pursuant to the ADR Services, Inc. Standard Arbitration Rules. The Arbitration shall be commenced by filing a demand for arbitration with the administrator of ADR Services and serving the demand on the opposing party. The responding party may file a response and/or a counterclaim within fifteen (15) calendar days. If no response is filed, all the allegations of the demand shall be deemed denied. The parties shall select an arbitrator by mutual agreement through ADR Services within thirty (30) calendar days of the date the demand for arbitration is filed. If the parties are unable to agree on the selection of an arbitrator within such time, the administrator of ADR Services, Inc. shall select an independent arbitrator. The costs of the arbitration, including the arbitrator’s fees, shall be borne equally by the parties to the arbitration, unless the arbitrator orders otherwise.

Each provision or portion of the Arbitration is intended to be severable. If any provision or portion of the Arbitration, or the application of such provision or portion to any person, entity or circumstance, shall be held invalid, illegal, or unenforceable in any respect, the remainder of the Arbitration, or the application of such provision or portion to persons, entities or circumstances other than those as to which it is held invalid, shall not be affected thereby and the Arbitration shall be construed as if the illegal, invalid or unenforceable provision or portion were never a part hereof.

I CERTIFY THAT I HAVE READ THIS DOCUMENT AND I FULLY UNDERSTAND ITS CONTENT. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY, MEDIATION, ARBITRATION AND I SIGN IT OF MY OWN FREE WILL.

Name _____ Signature _____ Date _____