



Child Care Participant Annual Waiver Forms

This form and waivers are required in addition to online registration and waiver. Please return completed hard copies of this paperwork to Child Care Center Director, Alexandra Duran-Esparza upon the first day of enrollment.

1. PARTICIPANT(S)

Child Name	Teacher Name	Classroom #	Grade Level
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

2. PRIMARY CONTACT INFORMATION (Adult)

Parent/Guardian Name	Phone #	Relationship
_____	_____	_____

Email: _____

Parent/Guardian Name	Phone #	Relationship
_____	_____	_____

Email: _____

3. LIABILITY WAIVER & PHOTO RELEASE

IN CONSIDERATION OF THE ACCEPTANCE OF MY OR MY MINOR CHILD’S APPLICATION FOR ENTRY IN THE ATTACHED EVENT/ACTIVITY, I HEREBY WAIVE, RELEASE, AND DISCHARGE ANY AND ALL CLAIMS FOR DAMAGES FOR DEATH, PERSONAL INJURY OR PROPERTY DAMAGE WHICH I MAY HAVE, OR WHICH MAY HEREAFTER ACCRUE TO ME OR MY CHILD, AS A RESULT OF PARTICIPATION IN THE EVENTS/ACTIVITIES AND/OR AS RELATED TO MY APPLICATION TO THE TOWN AND/OR AS RELATED TO MY PAYMENT OR DEPOSIT OF THE REQUIRED FEE TO PARTICIPATE IN THE EVENTS/ACTIVITIES. THIS RELEASE IS INTENDED TO DISCHARGE IN ADVANCE THE PROMOTERS, SPONSORS, THE PROMOTING CLUBS, THE OFFICIALS, AND THE TOWN OF CORTE MADERA AND THEIR RESPECTIVE AGENTS, OFFICERS, AND EMPLOYEES AND VOLUNTEERS FROM AND AGAINST ANY AND ALL LIABILITY ARISING OUT OF OR CONNECTED IN ANY WAY WITH MY APPLICATION, DEPOSIT, PAYMENT AND/OR PARTICIPATION IN SAID EVENT/ACTIVITY, EVEN THOUGH THAT LIABILITY MAY ARISE OUT OF NEGLIGENCE OR CARELESSNESS ON THE PART OF THE PERSONS OR ENTITIES MENTIONED ABOVE, INCLUDING THEIR PASSIVE OR ACTIVE NEGLIGENCE.

I FURTHER UNDERSTAND THAT SERIOUS ACCIDENTS OCCASIONALLY OCCUR IN THE EVENT/ACTIVITY DESCRIBED ABOVE, THAT PARTICIPATING SAID EVENTS/ACTIVITIES OCCASIONALLY SUSTAIN MORTAL OR SERIOUS PERSONAL INJURIES, AND/OR PROPERTY DAMAGE, AS CONSEQUENCE THEREOF, KNOWING THE RISKS OF SAID EVENTS/ACTIVITIES, NEVERTHELESS, I HEREBY AGREE TO ASSUME THOSE RISKS AND TO RELEASE AND HOLD HARMLESS ALL THE PERSONS OR ENTITIES MENTIONED ABOVE WHO THROUGH PASSIVE OR ACTIVE NEGLIGENCE OR CARELESSNESS MIGHT OTHERWISE BE LIABLE TO ME FOR DAMAGES.

I FURTHER UNDERSTAND THAT THE TOWN OF CORTE MADERA BY MAKING AVAILABLE THIS EVENT/ACTIVITY TO ME IS NOT WARRANTING, GUARANTEEING, PROMISING, OR ASSURING THAT THIS EVENT/ACTIVITY WILL IN FACT TAKE PLACE, AND THAT IF THIS EVENT/ACTIVITY IS CANCELLED ANY DEPOSIT OR PAYMENT WILL NOT BE REIMBURSED BY THE TOWN OF CORTE MADERA EXCEPT AS SPECIFICALLY STATED IN THE TOWN’S REFUND POLICY AS IT MAY BE AMENDED OR UPDATED FROM TIME TO TIME AVAILABLE ON THE TOWN WEBSITE.

IT IS FURTHER UNDERSTOOD AND AGREED THAT THE WAIVER, RELEASE AND ASSUMPTION OF RISKS IS TO BE BINDING ON ME AND MY HEIRS AND ASSIGNS.

I AGREE TO ACCEPT AND ABIDE BY THE RULES AND REGULATIONS OF THE TOWN OF CORTE MADERA, AND ALL OTHER ENTITIES WHICH HAVE INVOLVEMENT IN THESE EVENTS/ACTIVITIES.

Signature of Parent/Guardian

Date

Print Name of Parent/Guardian

Name of Participant

PHOTO RELEASE: By initialing, I understand that photographs may be taken during this activity and hereby grant my permission to the Town of Corte Madera to use photographs of myself and/or children for agency advertising or in promotional materials.

Initial _____

4. LIABILITY WAIVER SPECIFIC TO PANDEMIC & COUNTY GUIDELINES

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. **COVID-19 is extremely contagious** and is believed to spread mainly through person-to-person contact. As a result, federal, state, and local governments and federal and state health agencies recommend social distancing and have, in many locations, prohibited the congregation of groups of people.

The Town of Corte Madera Recreation Department has put in place preventative measures to reduce the spread of COVID-19; however, **The Town of Corte Madera cannot guarantee** that you or your child(ren) will not become infected with COVID-19. Further, **attending Town of Corte Madera Recreation Department Facilities, Programs, Child Care, Classes, Camps, and Events could increase** your risk and your child(ren)’s risk of contracting COVID-19.



By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that my child(ren) and I may be exposed to or infected by COVID-19 by attending Town of Corte Madera Recreation Facilities, Programs, Classes, Child Care, and Events and that such exposure or infection may result in personal injury, illness, permanent disability, and/or death. I understand that the risk of becoming exposed to or infected by COVID-19 at the Town of Corte Madera may result from the actions, omissions, or negligence of myself and others, including, but not limited to, Town of Corte Madera employees, volunteers, contractors, and program participants and their families.

I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to my child(ren) or myself (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I or my child(ren) may experience or incur in connection with my child(ren)’s attendance at Town of Corte Madera Facilities, Programs, Child Care, Classes, Camps, and Events, or participation in any connected Town of Corte Madera programming (“Claims”). On my behalf, and on behalf of my child(ren), I hereby release, covenant not to sue, discharge, and hold harmless the Town of Corte Madera, its officers, employees, agents, and representatives, volunteers, and contractors of and from the every and all Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of the Town of Corte Madera, its employees, agents, contractors and volunteers, whether a COVID-19 infection occurs before, during, or after participation in any Town of Corte Madera program.

Signature of Parent/Guardian

Date

Print Name of Parent/Guardian

Name of Participant

NO TOUCH TESTING AGREEMENT: I understand that I (adult participant) or my minor child (collectively “participant”) will be subject to no touch temperature testing prior to being allowed to participate in each day’s in person activity. A temperature over 100 degrees will result in refused entry to the event. Failure to agree to testing will result in your or your child being precluded from the day’s event. In addition to agreeing to no touch temperature testing, I for myself or on behalf of my minor child as participant do release, covenant not to sue, discharge, and hold harmless the Town of Corte Madera, its officers, employees, agents, and representatives, volunteers, and contractors of and from the every and all Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating to temperature testing and/or exclusion from events based on the results of such testing.

Initial _____

AGREEMENT TO ABIDE BY THE PUBLIC HEALTH OFFICER’S CHILD CARE GUIDELINES:

Pursuant to the guidelines established by the Marin County Public Health Officer (<https://marinrecovers.com/summer-camps-youth-activities/>) as they may be amended or updated from time to time. I understand and agree to abide by this and all other restrictions of the County Public Health Officer, and I hereby verify that my child will not participate in any other Child Care Establishment attending this program. If the Town learns that a participant is in violation of these regulations, the participant will be immediately removed from the program and fees paid will be retained by the Town.

I verify that I will not allow my child to attend this program if they are sick. If my child has a new cough or other illness symptoms (sore throat, shortness of breath, fever, etc.), or is in contact with person with such symptoms I agree to keep them at home.

I have reviewed and agree to abide by the social distancing protocols set forth in the County’s Shelter in Place Order (<https://coronavirus.marinhhs.org/>) as they may be updated or amended from time to time.

Initial _____