

## RELEASE & WAIVER

**Warning:** By agreeing to the Release & Waiver, you give up the right to make any claim for any injury or damages to persons or property howsoever caused.

**BY SIGNING BELOW, YOU ARE CONSENTING TO BE BOUND BY AND ARE BECOMING A PARTY TO THIS RELEASE & WAIVER.**

**BY CLICKING "I ACCEPT," YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREE TO BE BOUND BY THIS RELEASE & WAIVER.**

This Agreement is made as of today's date between Advantage Child Care Academy Inc. ("ACCA") and you (the "Parent" or "you").

By signing below, you represent that you are the parent or legal guardian of the child or children being transported by ACCA and receiving the Services (as defined herein) and that you have the legal authority to agree to the terms and conditions in this Release & Waiver. You represent that you have read and understand the provisions of this Release & Waiver and consent to all provisions herein.

The "Services" means the transportation services provided by ACCA to you by transporting your child or children, as the case may be, from time to time, to and from various locations, and the services described in the Transportation Policy attached to this document.

You have engaged ACCA to provide the Services. The term "ACCA" includes all of ACCA's affiliates, subsidiaries, officers, directors, members, agents, users, representatives, contractors, suppliers, customers, licensors, licensees, partners, employees, volunteers, sponsors and their respective successors and assigns.

**For valuable consideration, including being allowed to receive the Services from ACCA for which the delivery of this Release & Waiver is a condition, you:**

1. agree, as a precondition to ACCA agreeing to perform the Services and in further consideration of ACCA allowing your child or children to be transported by ACCA, to be strictly bound by the terms of this Release & Waiver.
2. acknowledge that the Services involve inherent risks and may cause serious injury, including death, to your child or children, as the case may be.
3. understand the inherent risks associated with the Services may increase whenever adverse weather conditions occur.
4. fully understand the risks and dangers associated with your child or children being transported by ACCA and with the Services and accept same entirely at your own risk.
5. hereby waive any and all claims, demands, causes of action, which you may have against ACCA, including ACCA's employees and services providers (the "Additional Parties") and release ACCA and the Additional Parties from all liability for injury, death, property damage or any other loss sustained by your child or children as a result of your child or children being transported by ACCA and as a result of ACCA's provision of the Services to any cause whatsoever including, without limitation, negligence on the part of ACCA or the Additional Parties.
6. appreciate that this Release & Waiver applies whether ACCA or the Additional Parties are at fault or not and it limits the liability of the Additional Parties to the same extent as it limits the liability of ACCA even though the Additional Parties are not formal parties to this Release & Waiver. You understand that ACCA, in entering into this Release & Waiver with you, is acting as agent on behalf of or for the benefit of the Additional Parties who shall to this extent be or be deemed to be parties to this Release & Waiver.

Initial: \_\_\_\_\_

The Parent acknowledges that ACCA will rely on this Release & Waiver potentially at substantial cost to ACCA, and the Parent agrees not to assert any claim of any nature whatsoever against anyone relating to the exercise of the provisions of this Release & Waiver.

The provisions of this Release & Waiver shall ensure to the benefit of ACCA and the Parent and their respective successors and assigns and shall be binding upon the Parent and ACCA, and their executors, heirs, administrators, personal representatives, successors and assigns.

All of the rights granted herein are assignable and licensable by ACCA to any third party without restriction. The laws of the Province of Manitoba shall govern the terms of this Release & Waiver.

Name of Child (please print): \_\_\_\_\_

Name of Legal Guardian with Signing Authority (please print): \_\_\_\_\_

Signature of above listed Legal Guardian: \_\_\_\_\_

Date of Signature (DD/MM/YYYY): \_\_\_\_\_

If you have any questions, concerns or comments, please contact us at:

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E-mail: [registration@advantagechildcareacademy.ca](mailto:registration@advantagechildcareacademy.ca)