



WAIVER & LIABILITY AGREEMENT

Admission Agreement on behalf of myself, my spouse and each child designated (my "child") I enter into this Admission Form Agreement ("Agreement") with Duck Duck Kids, LLC, a Florida Corporation (the "Company"), regarding the provision of a supervised, indoor play environment for my Child(ren)_____. In this Agreement "Duck Duck Kids" refers to Duck Duck Kids, LLC.

1. Facility Use: Subject to this Agreement and other terms as drop-in, short-term child care for my Child on a flexible time basis which includes use of facilities and participation in art and play activities. Our center does not take field trips, provide transportation or employ community resource services.
2. Future Visits: This Agreement, the Registration form and the Release will be kept on file at the Duck Duck Kids center where you originally registered. It will continue to constitute binding obligations for any future visits my child may make to Duck Duck Kids. However, this Agreement does not obligate Duck Duck Kids to continue to provide services, and Duck Duck Kids reserves the right to refuse admission to any child for any reason without liability.
3. Payment: Payment for Duck Duck Kids services will be due at the time of each check-out in cash, charge or debit card in the amount calculated by multiplying the time elapsed from check-in to check-out by the rates posted at the time of the visit, and for posted amounts for other services: such as, family registration fee, meals and retail items. Duck Duck Kids may charge a service fee for any unpaid invoices. No refunds are given. \$25 Registration Fee is due at initial registration and annually on the anniversary date of registration.
4. Health Policies: a) Health: My child is in excellent health and physical condition and has no medical, psychological, physical or mental condition which has not been disclosed to Duck Duck Kids on the attached Registration Form. My Child does not have any infectious, contagious or communicable diseases. I understand immunizations and physical verification are required for attendance at our center. b) Illness: In the event my Child becomes sick with a contagious illness after visiting any Duck Duck Kids location and the visit occurred during the gestation period of such illness, I agree to notify Duck Duck Kids as soon as possible to enable Duck Duck Kids, in its discretion, to notify each family of all the children who may have been exposed

5. Medical Procedures: a) General Medical Guidelines/Discretion: Although Duck Duck Kids tries to provide a safe environment it is possible my child could get injured. In such event, I authorize Duck Duck Kids to follow its internal procedures, including simple first aid as reasonably appropriate; however, I understand Duck Duck Kids shall not be required to follow those guidelines when, in its judgement, circumstances may require otherwise. b) Medical Authorization: in the event Duck Duck Kids determines emergency medical attention is necessary for my Child, Duck Duck Kids is authorized by me or whoever signs my child in for that day, ("Authorized Representative"), to act as an agent for me and give my permission for my Child to be attended by a physician in such circumstances as Duck Duck Kids deems necessary.
6. State of Florida Licensing Requirements: a) The Department or licensing agency shall have the authority to interview children, or staff, and to inspect and audit child or facility records without prior consent; and to observe the physical condition of the children, including conditions which could indicate abuse, neglect or inappropriate placement, and to have a licensed medical professional physically examine the children. b) I understand I must provide a current physical examination (Form 3040) and Immunization record (for 680 or 681) within 30 days of enrollment, per section 65C-22.005(2), F.A.C. c) I have received a copy of the Child Care Facility Brochure, "Know Your Childcare Facility" (CP/PI 175/24, per section 402.3125(5), F.S. d) I have been notified in writing of the guidance and disciplinary practices used by Duck Duck Kids per section 65C.22.006(3)(c)2, F.A.C. Your signature below indicates that you have received the above items and the information on this registration form is complete and accurate.

* _____ Date/Signature of Parent/Legal Guardian.

7. Additional Requirements: a) As a condition to my use of the services, I have accurately completed and signed the Registration Form and Release. I understand that Duck Duck Kids will rely on this information in caring for my Child. b) I agree to pay all cost and attorney fees arising out of any action relating to this Agreement, the Registration Form or the Release for collection purposes or otherwise.
8. Safety/Indemnity: I agree that Duck Duck Kids may take action which it considers prudent to protect the safety of my Child, and other children visiting Duck Duck Kids. I further agree to indemnify, defend and hold Duck Duck Kids (and its owners, officers, directors, agents and employees) harmless from and against all actions, claims or liability, including attorney fees and court costs, directly or indirectly caused by my Child or resulting from any inaccuracy or omission made by me in completing the Registration Form.

RELEASE Duck Duck Kids, as a State of Florida licensed Child Care Facility, provides a fun and safe environment for the children. However, in any child care program, injuries may occur. In order for Duck Duck Kids to be able to provide hourly childcare services to you, it is necessary that you assume certain risks. Thus, as a requirement to receive our services, Duck Duck Kids is requesting that you sign this release.

1. I, on behalf of myself, my spouse, and each child designated on the Admission Form Agreement (my "Child"), waive and release all rights, causes of action and claims against Duck Duck Kids and their respective officers, directors, agents, and employees, for any and all loss of or damage to property or injuries suffered by my Child during the time my Child is visiting a Duck Duck Kids center, including the possible negligence of Duck Duck Kids or it's franchises, but excluding gross negligence and intentional misconduct. I understand that the provision of child care contains risk of injury to persons and damage to property, and that by signing this release I engage Duck Duck Kids to provide temporary child care for my Child at my own risk. I represent that I am authorized to sign this release on behalf of the child(ren) listed.
2. I have been given an opportunity to ask questions and obtain answers to my satisfaction regarding any and all aspects of Duck Duck Kids and the Release, Including, but not limited to, future risks, complications and costs. By signing this Release, I have not relied on any promises or statements made by Duck Duck Kids other than those contained in the written information supplied to me by Duck Duck Kids.
3. I understand that this release will be kept on file at Duck Duck Kids and will continue in effect for this and any future visits my Child may make to any Duck Duck Kids location.

PHOTO RELEASE: I _____, the parent/guardian of _____

Hereby give my permission for my child's picture to be used in any advertising or promotion for Duck Duck Kids. This may include, tv, newspaper or internet promotions. YES _____ NO _____

DATE & SIGNATURE OF PARENT OR LEAGAL GUARDIAN

_____/_____