Express Assumption of Risks, Release of Liability, Waiver of Claims, and Indemnity Agreement

I/we sign this Express Assumption of Risk, Release of Liability, Waiver of Claims, and Indemnity Agreement (the "Release") with regard to my/our child's attendance at and participation in Ramsey Adventure Development LLC dba Little Bees Forest School. When used in this Release Little Bees Forest School includes its members, agents, employees, and all other persons or entities acting in any capacity on Little Bees Forest School's behalf. I hereby agree to release and discharge Little Bees Forest School on behalf of myself, my child, my child's estate, my legal and personal partners, my heirs, assigns, personal representative and estate as follows:

1. **Express Assumption of Risk.** I specifically affirm, acknowledge, and understand that participating in a nature based, outdoor preschool focused on play-based learning **INCLUDES SIGNIFICANT RISKS AND HAZARDS AND MAY RESULT IN BODILY INJURY, ILLNESS, PERMANENT DISABILITY, DEATH, OR PROPERTY DAMAGE OR LOSS**. The risks are part of the preschool and cannot be eliminated by Little Bees Forest School.

I expressly agree and promise to **ACCEPT AND ASSUME ALL INHERENT, KNOWN, UNKNOWN, AND UNANTICIPATED RISKS ASSOCIATED WITH THE OUTDOOR PRESCHOOL AND LITTLE BEES FOREST SCHOOL'S SERVICES, INCLUDING ALL RISKS ASSOCIATED WITH NEGLIGENT ACTS, INCLUDING THOSE OF LITTLE BEES FOREST SCHOOL.** My child's participation in Little Bees Forest School is purely voluntary, and I elect for my child to participate knowing the significant and numerous risks and dangers involved including, but not limited to, those listed below. I elect to have my child attend Little Bees Forest School in spite of the known, unknown, and unanticipated risks. **THE RISKS AND DANGERS ASSOCIATED WITH THE PRESCHOOL INCLUDE, BUT ARE NOT LIMITED TO** injuries, illness, and death from**:**

a. cold weather and heat related injuries, illness, and death, including but not limited to frostnip, frostbite, heat exhaustion, heat stroke, sunburn, hypothermia, and dehydration;
b. exposure to natural elements, including but not limited to rivers, river crossings, inclement weather, thunder and lighting, severe and/or varied wind, temperature or weather conditions;
c. ingestion of poisonous or noxious plants;
d. collisions or impacts with obstacles or persons;
e. my child's, Little Bees Forest School's, or others' equipment failure and/or malfunction due to operator error, poor maintenance, or otherwise;
f. falls from heights or edges;
g. sticks and branches and my child or others using or playing with sticks, branches, or the like;
h. skin irritations, abrasions, cuts and scrapes;
i. water inhalation or drowning from play in water or creeks;
j. other children's acts or omissions;

k. exposure to airborne illness, infectious disease, pandemics, or epidemics;
l. attack by or encounter with insects, reptiles, and/or animals (domestic and wild);
m. accidents or illness occurring in places without access to medical facilities;
n. fatigue, chill, and/or dizziness, which may diminish reaction time and increase risk of accident, injury, or death;
o. **MY CHILD'S OWN NEGLIGENCE AND/OR OTHER'S NEGLIGENCE INCLUDING LITTLE BEES FOREST SCHOOL'S OR OTHER'S WHO ARE PARTICIPATING IN OR NEAR THE PRESCHOOL, AS WELL AS LITTLE BEES FOREST SCHOOL'S NEGLIGENT TRAINING OR SUPERVISION AND EMPLOYEE, VOLUNTEER, OR OTHER'S NEGLIGENCE**.
p. choking or foreign objects in nose, ears, or eyes;
q. consumption of cleaning supplies, contaminated water or other non-food items;
r. fires, hot coals, cooking equipment and materials, and hot foods;
s. conditions inside and outside at the preschool facility/house; and
t. outside or inside food preparation, storage, and consumption.

I understand the description of these risks is incomplete and that other known, unknown, or unanticipated risks may result in injury, illness, or death.

2. **Release of Liability, Waiver of Claims, and Indemnity.**
   a. **I HEREBY VOLUNTARILY RELEASE, FOREVER DISCHARGE, AND AGREE TO DEFEND, INDEMNIFY, AND HOLD HARMLESS LITTLE BEES FOREST SCHOOL FROM ANY AND ALL CLAIMS, DEMANDS, CAUSES OF ACTION, LOSSES, OR DAMAGES, WHICH ARE IN ANY WAY CONNECTED TO MY CHILD'S PARTICIPATION IN THE PRESCHOOL, EQUIPMENT IN OR FACILITIES USED FOR THE PRESCHOOL, OR LITTLE BEES FOREST SCHOOL'S SERVICES, INCLUDING ANY CLAIMS WHICH ALLEGE NEGLIGENT OR GROSSLY NEGLIGENT ACTS OR OMISSIONS BY LITTLE BEES FOREST SCHOOL.**
   b. **I AGREE TO RELEASE AND HOLD HARMLESS LITTLE BEES FOREST SCHOOL FROM ANY AND ALL LIABILITY AND RESPONSIBILITY WHATSOEVER AND FOR ANY CLAIMS OR CAUSES OF ACTION THAT I, MY CHILD, MY OR HIS/HER ESTATE, HEIRS, SURVIVORS, EXECUTORS, OR ASSIGNS MAY HAVE FOR INJURY, DISABILITY, PROPERTY DAMAGE, OR WRONGFUL DEATH** arising from the preschool whether caused by active or passive negligence of Little Bees Forest School or otherwise.
   c. By executing this Release, I agree to hold Little Bees Forest School harmless and indemnify it in conjunction with any injury, disability, death, or loss or damage to person or property and lawsuit that may occur as a result of participating in or attending the preschool.
   d. Should Little Bees Forest School or anyone acting on its behalf, be required to incur attorney's fees and costs to enforce this Release or

defend against lawsuits or claims due to my child's attendance at Little Bees Forest School, I agree to indemnify and hold Little Bees Forest School harmless for all such fees and costs.

e. By entering into this Release, I am not relying on any oral or written representation or statement made by Little Bees Forest School, other than what is set forth in this Release.

3. **Insurance.** I certify that my child has sufficient fitness to participate in the Little Bees Forest School. I further certify that my child has no medical, mental or physical conditions that could interfere with my child's safety or ability to participate in the preschool, or else I am willing to assume and bear the cost of all risks that may be created, directly or indirectly, by any such condition. I further certify that I have adequate insurance to cover any injury, damage or emergency transportation costs my child may cause or suffer while participating in Little Bees Forest School, or else agree to bear the costs of such injury, damage or emergency transportation costs myself.

4. **Medical Issues.** In the event Little Bees Forest School deems it necessary to administer emergency first aid or CPR, or to seek emergency medical care for my child, by signing this document, I grant Little Bees Forest School permission to: administer emergency first aid or CPR, secure emergency transport or medical care and/or disclose any medical information it may have about my child to any health care provider that may become involved in my child's care, treatment or transport. By signing this document I am waiving any right to object to or bring any type of action or claim against Little Bees Forest School for its administration of emergency first aid or CPR, for securing emergency transport or medical care, and/or for the disclosure of personal medical information it may have about my child to any health-related person who becomes involved in my child's care.

I acknowledge my responsibility to inform Little Bees Forest School of any and all allergies. I acknowledge the responsibility to arrange for the administration of necessary medications for my child.

5. **Release is Binding.** This Release is binding to the fullest extent permitted by law. If any provision, or part of a provision, is found to be unenforceable, the remaining provisions will be enforced. I agree that if any portion of this Release is found to be void or unenforceable, the remaining portions shall remain in full force and effect. In the event that I file a lawsuit against Little Bees Forest School, I agree to do so solely in the state of Alaska, Third Judicial District Anchorage, and I further agree that the substantive law of that state will apply without regard to conflict of law rules.

6. **Acknowledgement of Rights Waived.** By signing this document, I acknowledge that if anyone is hurt or killed or property is damaged during my or my child's participation in or attendance at Little Bees Forest School and the use of its equipment and facilities, I may be found by a court of law to have waived my right to maintain a lawsuit against Little Bees Forest School on the basis of any claim from which I have released them herein.

7. **Minor Child.** This is to certify that I, as parent/guardian with legal responsibility for the minor child, consent and agree to his/her release of Little Bees Forest School, as provided above. For myself, my heirs, assigns, and next of kin, I release and agree to defend, indemnify, and hold harmless Little Bees Forest School from any and all liability resulting from the minor child's involvement or participation in the preschool provided by Little Bees Forest School as provided above. I release Little Bees Forest School of any and all liability, **EVEN IF ARISING FROM THE NEGLIGENCE OF LITTLE BEES FOREST SCHOOL,** to the fullest extent permitted by law.

8. **Electronic Signature.** I agree and acknowledge my electronic signature, delivered in any form, constitutes a legally effective and enforceable signature consistent with AS 09.80.010 et seq.

I HAVE READ THIS EXPRESS ASSUMPTION OF RISK, RELEASE OF LIABILITY, WAIVER OF CLAIMS, AND INDEMNITY AGREEMENT AND I FULLY UNDERSTAND ITS TERMS, AND UNDERSTAND THAT I HAVE GIVEN UP LEGAL RIGHTS BY SIGNING IT. I SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT AND I AGREE TO BE BOUND BY ITS TERMS.

_____

NAME OF MINOR CHILD

_____ _____

SIGNATURE OF PARENT OR ADULT LEGAL GUARDIAN DATE

_____

NAME OF PARENT OR ADULT LEGAL GUARDIAN (PLEASE PRINT)

_____ _____

SIGNATURE OF PARENT OR ADULT LEGAL GUARDIAN DATE

_____

NAME OF PARENT OR ADULT LEGAL GUARDIAN (PLEASE PRINT)