**RELEASE OF LIABILITY AND ASSUMPTION OF RISK**

The individual(s) named below (referred to as "**I**" or "**me**" or **“we”** or **“our”**) desire(s) to allow my/our child(ren) named below to attend Panda Cub Academy, (the "**Activity**") provided by Panda Cub Academy, a Massachusetts **LLC**, with offices located at **1200 Boylston Street, Chestnut Hill, MA 02467** (the "**Company**").

I/WE AM/ARE FURTHER AWARE AND UNDERSTAND IT IS POSSIBLE TO CONTRACT/BE EXPOSED TO COVID-19 IN THE COURSE OF THE ACTIVITY, OR IN THE COURSE OF TRAVELING TO/FROM THE ACTIVITY, AND I/WE WILL HOLD PANDA CUB ACADEMY HARMLESS IN THE EVENT I/WE/MY/OUR CHILD(REN (OR ANY AUTHORIZED PERSON) CONTRACT COVID-19.

I/we hereby expressly waive and release any and all claims, now known or hereafter known, against the Company, and its officers, directors, employees, agents, affiliates, successors, and assigns (collectively, "**Releasees**"), arising out of or attributable to my/our participation in the Activities, whether arising out of the negligence of the Company or any Releasees or otherwise.

I/we acknowledge that the Company has taken all necessary measures to comply with the Massachusetts Department of Early Education and Care (“EEC”) and the Brookline Department of Public Health (“DPH”) and I/we covenant not to make or bring any such claim against the Company or any other Releasee, and forever release and discharge the Company and all other Releasees from liability under such claims.

This Agreement constitutes the sole and entire agreement of the Company and me/us with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. All matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the internal laws of the State of Massachusetts without giving effect to any choice or conflict of law provision or rule (whether of the State of Massachusetts or any other jurisdiction. Any claim or cause of action arising under this Agreement may be brought only in the federal and state courts located in Norfolk, Massachusetts and I/we hereby consent to the exclusive jurisdiction of such courts.

**BY SIGNING BELOW, I/WE ACKNOWLEDGE THAT I/WE HAVE READ AND UNDERSTAND ALL OF THE TERMS OF THIS AGREEMENT AND THAT I/WE AM/ARE VOLUNTARILY GIVING UP LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE THE COMPANY.**

|  |
| --- |
| Parent/guardian Signature(s):\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Printed Name(s): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Name(s) of child(ren):  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |