



2021-2022 School Year

Learning Point Contract for Group Classes and Private Tutoring

Student and Family Information

Name of student: _____

Name(s) of legal parent or guardian: _____

Home Address: _____

Contact Phone Number (Ideally Cell with Texting): _____

Contact Email Address (Must be Checked Regularly):

Known Allergies or Other Health Concerns:



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Rules Agreement and Waiver of Liability

I, _____, hereby agree to allow my child(ren) to participate in Learning Point classes. I have read the rules and agree to follow them for my child's safety and the safety of the other children participating. I agree to be present with my child at the class.

_____ Secondly, I understand that Dr. White has the authority to cancel and schedule classes as needed.

_____ Thirdly, I understand that viruses such as COVID and Influenza can spread from child to child and family to family during Learning Point Classes or activities. I realize that these and all other contagious diseases can result in hospitalization, sick leave, and even death and will not hold Dr. White or Learning Point liable for any or all bodily harm caused by contagious diseases actually or theoretically acquired at Learning Point Classes or activities.

_____ Fourthly, I understand that classes are inherently dangerous, and my child might get hurt. I understand that it is not Dr. White or Learning Point's responsibility should my child be injured and will not hold Dr. White or Learning Point liable for any or all bodily or dental injuries or fatalities that happen during class or at any other Learning Point activity.

_____ Fifthly, I understand that this waiver does not allow anyone to seek reimbursement for injuries to me or my child(ren) during Learning Point Classes and Private Tutoring Sessions. This includes insurance companies, other relatives, friends, or other third parties not mentioned.

_____ Sixthly, as a personal courtesy, I agree to keep my family at home if any member is showing symptoms of illness including, but not limited to fever, chills, fatigue, coughing, trouble breathing, nausea, or otherwise not feeling well.

_____ Seventhly, I understand that parents and teachers take pictures of the students learning and playing together and regularly post those pictures on social media outlets. I agree to the photographing and posting of pictures of my child(ren).

_____ Finally, I agree to exempt, release, and indemnify Learning Point, its owners, agents, volunteers, assistants, employees, contractors, guest teachers, faculty members, other participating parents, and other participating students from any and all liability claims, demands, or causes of action whatsoever from any damage, loss, injury, or death to me, my children, or property which may arise out of or in connection with participation in any classes or activities conducted by Learning Point. I further agree to waive my rights and that of my heirs and assigns to hold Learning Point its owners, agents, volunteers, assistants, employees, contractors, guest teachers, faculty members, other participating parents, and other participating students liable for such damage, loss, injury, or death. I understand that I should be aware of mine and my children's physical limitations and will not exceed them.



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Printed Name of Students

Printed Name of Parent/Guardian

Signature of Parent/Guardian

Date

Please turn this in on your first day attending class to Dr. White.



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EVIDENT LIFE CHURCH WAIVER AND RELEASE OF LIABILITY

In consideration of the risk of injury while participating in _____

(the Activity), and as consideration for the right to participate in the Activity, I hereby, for myself, my heirs, executors, administrators, assigns or personal representative, knowingly and voluntarily enter in this waiver and release of liability and hereby wave any and all rights, claims or causes of action of any kind whatsoever arising out of my participation in the Activity and do hereby release and forever discharge Evident Life Church, located at 415 N. Gilbert Road, Gilbert, Arizona 85234, their affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors and assigns for any physical or psychological injury, including but not limited to illness, paralysis, death, damages, economical or emotional loss, that I may suffer as a direct result of my participation in the aforementioned Activity, including traveling to and from an event related to this Activity.

I AM VOLUNTARILY PARTICIPATING IN THE AFOREMENTIONED ACTIVITY AND I AM PARTICIPATING IN THE ACTIVITY ENTIRELY AT MY OWN RISK. I AM AWARE OF THE RISKS ASSOCIATED WITH THE TRAVELING TO AND FROM AS WELL AS PARTICIPATING IN THIS ACTIVITY, WHICH MAY INCLUDE, BUT ARE NOT LIMITED PHYSICAL OR PSYCHOLOGICAL INJURY, PAIN, SUFFERING, ILLNESS, DISFIGUREMENT, TEMPORARY OR PERMANENT DISABILITY (INCLUDING PARALYSIS) ECONOMIC OR EMOTIONAL LOSS AND DEATH. I UNDERSTAND THAT THESE INJURIES OR OUTCOMES MAY ARISE FROM MY OWN OR OTHERS' NEGLIGENCE, RELATED TO TRAVEL, OR THE CONDITION OF THE ACTIVITY LOCATION(S), NONETHELESS, I ASSUME ALL RELATED RISKS, BOTH KNOWN AND UNKNOWN TO ME, OF MY PARTICIPATION IN THIS ACTIVITY, INCLUDING TRAVEL TO, FROM AND DURING THIS ACTIVITY.

I agree to indemnify and hold harmless Evident Life Church against any and all claims, suits or actions of any kind whatsoever for liability, damages, compensation or otherwise, brought by me or anyone on my behalf, including attorney's fees and any related costs, if litigation arises pursuant to any claims made by me or by anyone else acting on my behalf. If Evident Life Church incurs any of these types of expenses, I agree to reimburse Evident Life Church.



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I acknowledge that Evident Life Church and their directors, officers, volunteers, representatives and agents are not responsible for errors, omissions, acts or failures to act of any party or entity conducting a specific event of activity on behalf of Evident Life Church.

I ACKNOWLEDGE THAT THIS ACTIVITY MAY INVOLVE A TEST OF A PERSON'S PHYSICAL AND MENTAL LIMITS AND MAY CARRY WITH IT THE POTENTIAL FOR DEATH, SERIOUS INJURY, AND PROPERTY LOSS.

The risks may include but are not limited to those caused by terrain, facilities, temperature, weather, lack of hydration, condition of participants, equipment, vehicular traffic and actions of others, including but not limited to participants, volunteers, spectators, coaches, event officials and event monitors and or producers of the event.

I ACKNOWLEDGE THT I HAVE CAREFULLY READ THIS "WAIVER AND RELEASE" AND FULLY UNDERSTAND THAT IT IS A RELEASE OF LIABILITY. I EXPRESSLY AGREE TO RELEASE AND DISCHARGE Evident Life Church AND ALL OF ITS AFFILIATES, MANAGERS, MEMBERS, AGENTS, ATTORNEYS, MEMBERS, VOLUNTEERS, HEIRS, PREDECESSORS, SUCCESSORS, AND ASIGNS FROM ANY AND ALL CLAIMS OR CAUSES OF ACTION AND I AGREE TO VOLUNTARILY GIVE UP OR WAIVE ANY RIGHT THAT I OTHERWISE HAVE TO BRING A LEGAL ACTION AGAINST Evident Life Church, FOR PERSONAL INJURY OR PROPERTY DAMAGE.

To the extend that statute or case law does not prohibit releases for negligence, this release is also for negligence on the part of Evident Life Church, its agents, and employees.

In the event that I should require medical care or treatment, I agree to be financially responsible for any costs incurred as a result of such treatment. I am aware and understand that I should carry my own health insurance.

In the event that any damage to equipment or facilities occurs as a results of my oR my family's willful actions, neglect or recklessness, I acknowledge and agree to be held liable for any and all costs associated with any actions of neglect or recklessness.

This agreement was entered into at arm's length, without duress or coercion, and is to be interpreted as an agreement between two parties of equal bargaining strength.

Both _____ and Evident Life Church agree that the agreement is clear and unambiguous as to its terms, and that no other

