

## WAIVER AND RELEASE FROM LIABILITY – Infants in the Workplace

*Related Policy:* Infants in the Workplace, No. 13.13

*About this form:* Because of the risks inherent in the workplace, Parents and their designated care providers are required to provide this Waiver and Release from Liability in order to participate in the State of Vermont's Infants in the Workplace Program. This agreement excuses the State of Vermont and the owner of any leased building in which the State of Vermont operates the Infants in the Workplace program from liability. PLEASE READ CAREFULLY BEFORE SIGNING.

- Parent – complete, sign and provide the completed, signed form to your supervisor, along with your Parent Agreement.
- Care Provider – Complete, sign and provide the completed, signed form to your supervisor along with your Care Provider Agreement.

PARENT:

I, \_\_\_\_\_ (Parent) desire to participate in the State of Vermont Infants in the Workplace Program (the "Program").

In consideration for the opportunity to participate in the Program, I expressly, willingly and voluntarily, for myself and for my child, assume all risks of any and every kind involved with or arising from my and my child's participation in the Program. I hereby release, waive, discharge and covenant not to sue the State of Vermont, including all of its agencies, departments, officers, agents and employees from any and all liabilities, claims, demands, for injury, accidents or illness (including death) that may be sustained by me or my child while participating in the Program while on premises owned or leased by the State of Vermont.

I further agree to assume full responsibility for any risks of injury, accident or illness (including death) which may be sustained by me or my child as a result of participating in the Program. I hereby acknowledge that my participation in the Program is voluntary and that I knowingly assume all such risks. In addition, I agree to indemnify and hold harmless the State of Vermont, including all of its agencies, departments, officers, agents and employees for any loss, liability, damage or cost, including courts costs and attorneys' fees that may occur as a result of my participation in the Program.

THIS WAIVER AND RELEASE FROM LIABILITY EXTENDS TO AND INCLUDES THE OWNER/LESSOR OF ANY PREMISES LEASED TO THE STATE OF VERMONT IN WHICH THE PROGRAM OPERATES, INCLUDING FOR INJURIES, DAMAGE OR LOSSES CAUSED BY THE OWNER/LESSOR'S NEGLIGENCE. PARENT ACKNOWLEDGES THAT THE OWNER/LESSOR HAS DISCLAIMED ALL LIABILITY FOR DAMAGE OR INJURY OCCURRING ON THE PREMISES TO PARTICIPANTS IN THE PROGRAM.

THIS WAIVER AND RELEASE IS BINDING ON ME, MY CHILD, MY SPOUSE AND ANY OTHER PERSON WITH LEGAL RIGHTS AND RESPONSIBILITIES FOR MY CHILD.

CARE PROVIDER:

I, \_\_\_\_\_ (Care Provider) desire to participate in the State of Vermont Infants in the Workplace Program (the "Program").

In consideration for the opportunity to participate in the Program, I expressly, willingly and voluntarily assume all risks of any and every kind involved with or arising from my participation in the Program. I hereby release, waive, discharge and covenant not to sue the State of Vermont, including all of its agencies, departments, officers, agents and employees from any and all liabilities, claims, demands, for injury, accidents or illness (including death) that may be sustained by me while participating in the Program while on premises owned or leased by the State of Vermont.

I further agree to assume full responsibility for any risks of injury, accident or illness (including death) which may be sustained by me as a result of participating in the Program. I hereby acknowledge that my participation in the Program is voluntary and that I knowingly assume all such risks. In addition, I agree to indemnify and hold harmless the State of Vermont, including all of its agencies, departments, officers, agents and employees for any loss, liability, damage or cost, including courts costs and attorneys' fees that may occur as a result of my participation in the Program.

THIS WAIVER AND RELEASE FROM LIABILITY EXTENDS TO AND INCLUDES THE OWNER/LESSOR OF ANY PREMISES LEASED TO THE STATE OF VERMONT IN WHICH THE PROGRAM OPERATES, INCLUDING FOR INJURIES, DAMAGE OR LOSSES CAUSED BY THE OWNER/LESSOR'S NEGLIGENCE. CARE PROVIDER ACKNOWLEDGES THAT THE OWNER/LESSOR HAS DISCLAIMED ALL LIABILITY FOR DAMAGE OR INJURY OCCURRING ON THE PREMISES TO PARTICIPANTS IN THE PROGRAM.

The undersigned further expressly agree that the forgoing Waiver and Release from Liability is intended to be as broad and inclusive as is permitted by the law of the State of Vermont and that if any portion hereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

I have read this Waiver and Release from Liability and fully understand its terms. I acknowledge that I am signing this agreement freely and voluntarily.

Parent Name: \_\_\_\_\_

Child's Name: \_\_\_\_\_

Parent Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Care Provider Name: \_\_\_\_\_

Care Provider Signature: \_\_\_\_\_ Date: \_\_\_\_\_