



## Nursery

### Waiver of Claims, Release of Liability, and Indemnity Agreement

Parents Names: \_\_\_\_\_  
Child(ren)'s Names: \_\_\_\_\_  
Home Address: \_\_\_\_\_  
Contact Phone: \_\_\_\_\_

I understand and agree that this Agreement grants me limited, temporary, and revocable permission to use the Nursery, subject to the terms of this Agreement. I understand and agree that the Nursery may revoke or change the terms of this permission at any time in its sole discretion. I also agree that I will have no contact with any minor child or vulnerable adult while at the Nursery unless under the direct supervision of a Facility employee and/or Safe-Environment cleared adult.

In consideration of All Saints Catholic Church Nursery allowing the Participant(s) attend child care, I, the undersigned, do hereby release, forever discharge and agree to hold harmless All Saints Catholic Church, its priests, deacons, directors, employees, volunteers and teachers (collectively herein the "Church") from any and all liability, claims or demands for accidental personal injury, sickness or death, as well as property damage and expenses, of any nature whatsoever which may be incurred by the undersigned and the Participant(s) while involved in the children/youth activities and childcare. I the parent or legal guardian of this Participant(s) hereby grant my permission for the Participant(s) to participate fully in child care. Furthermore, I, on behalf of my minor Participant(s), hereby assume all risk of accidental personal injury, sickness, death, damage and expense as a result of participation in child care and recreation activities involved therein. The undersigned further hereby agrees to hold harmless and indemnify said Church for any liability sustained by said Church as the result of the negligent, willful or intentional acts of said Participant, including expenses incurred attendant thereto.

I understand that I am responsible for determining whether I and my child/children are physically and medically able to allow my child/children to participate in the All Saints Catholic Church Nursery events. I am responsible for determining whether a physical or medical examination should be undertaken before I or my dependents participate in the services being provided by All Saints Catholic Church Nursery and I will abide by any determination, limitation, or recommendation that may be issued by my medical or health care provider. I am solely responsible for following the Healthy Child Policy as established by the All Saints Catholic Church Nursery. Before, during, and after the Nursery events, I am solely responsible for determining my and my children's health and physical status and whether I or my children can or should discontinue my participation in the services, or take other actions, to protect my own, and my children's, health or safety. All Saints Catholic Church assumes no duty to me or my children to ensure medical ability to participate in the All Saints Catholic Church Nursery events, whether before, during, or after the said events.



**ADDENDUM RE: NOVEL CORONAVIRUS, COVID-19**

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious. As a result, federal, state, and local governments and federal, state, and local health agencies recommend staying at home, social distancing, and encourage wearing personal protective equipment.

With full knowledge and understanding I am voluntarily utilizing and/or visiting the Facility and that due to my mere presence at the Facility I may be exposed to or infected by COVID-19 and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I voluntarily agree to assume all the foregoing risks and accept sole responsibility for any injury to my minor children or myself (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I or my minor children may experience or incur in connection with my presence at the Facility.

For and in consideration of the permission granted me to use the Nursery as set forth above, I agree to fully and unconditionally protect, indemnify, and defend the Nursery, the parish or school at which the Nursery is located, The Roman Catholic Diocese of Dallas, and their respective officers, agents, volunteers, representatives, and employees (collectively "Indemnitees") and hold each and all of them harmless from and against any and all costs, expenses, attorney's fees, claims, damages, demands, suits, judgments, losses, or liability for injuries to property, personal injuries, illness, or death, arising in any way, directly or indirectly, from my use of the Facility, this Agreement, or my participation in any Activity (collectively, "Claims"), regardless of cause or of the joint, comparative, or concurrent negligence of the Indemnitees, and hereby waive, release, and assign to Indemnitees any Claim against any Indemnitee.

I am 18 years of age or older and competent to sign this Agreement on my own behalf or that of my child. I agree that any insurance coverage purchased by or for me which may provide benefits because of an injury to person or property shall be primary insurance over any other insurance which may apply.

Please sign below accepting this Nursery Use Agreement: Waiver of Claims, Release of Liability, and Indemnity Agreement.

Parent/Legal Guardian Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_