

***Play, Learn & Grow* Parent/Caregiver Participation and Liability Waiver Agreement**

- ❖ *Play, Learn & Grow* is an extension operated by *Russian for Kids Inc.*
- ❖ This waiver is applicable to programs only under the *Play, Learn & Grow* designation, including all mommy-and-me programs.

Acknowledgement and subsequent signature of the parent and/or legal guardian is required by *Russian for Kids Inc.* policies before the first class of a *Play, Learn & Grow* mommy-and-me program.

The following statements will be upheld and applied to any and all *Play, Learn & Grow* programs.

Section I: Supervision and Family

A parent, legal guardian, or designated caregiver must remain with the enrolled child for the entire duration of the class.

- ❖ All classes under *Play, Learn & Grow* operate under a strict policy of participation of the child with the parent. No *Play, Learn & Grow* programs are associated with drop-off activities.

Only one parent, legal guardian, or caregiver alongside the associated and enrolled child is permitted per class registration, whether for a class-by-class payment basis or a per-semester payment basis.

Section II: Alternate Caregiver Clause

If I, the parent or legal guardian, am unable to attend and send a caregiver (grandparent, nanny, etc.) with my child, I acknowledge that the caregiver assumes my role and has sole responsibility for the child's welfare for the entire duration of the class.

Section III: Responsibility

The parent, legal guardian, or caregiver is responsible for the safety, well-being, and behavior of their respective associated child during the entire duration of any mommy-and-me program under the *Play, Learn & Grow* designation of *Russian for Kids Inc.*

- ❖ The safety, well-being, and behavior, and the determination of said factors, lie solely on the caretaker of the child, and not on any employee of *Russian for Kids Inc.* 🚦 There are no exceptions to this rule. The child's caretaker is always with them, looking after their respective child.

The parent, legal guardian, or caregiver will ensure that their child causes no deliberate harm to any participant of a *Play, Learn & Grow* program(s).

Section IV: Health and Well-Being

No employee or designated personnel of *Russian for Kids Inc.* will make a presumption or assumption about the health and well-being of the child during any part of a *Play, Learn & Grow* hosted class.

It is solely up to the parent, legal guardian, or caregiver to assess and make the determination before class if the child is fit to join.

- ❖ To prevent the spread of disease, please refrain from bringing a child displaying visible symptoms of contagious illness to class.

🚦 For our policy concerning refunds, refer to *Section VI: Make-Ups* of this document.

Section V: Payment and Enrollment

A child may be enrolled in any *Play, Learn & Grow* program, upon reaching age requirements, either on a class-by-class basis, or by one semester, which consists of ten consecutive classes.

Section VI: Make-Ups

In accordance with the policies of *Russian for Kids Inc.*, no monetary refunds or compensation will be provided for missed classes for any *Play, Learn & Grow* program. The only compensation provided for a missed class is in the form of make-ups, as detailed below:

For families paying on a class-by-class basis, no make-ups are provided.

- ❖ Upon missing class, due to medical or any other reasons, the family will refrain from paying for the missed day. Additionally, if the class is cancelled by *Russian for Kids Inc.* for any reason, including but not limited to federal holidays, bad weather, etc., then no payment is required for the cancelled class.

For families paying by semester, which is 10 consecutive classes, two make-up classes are provided.

- ❖ The make-up policy works in the following way: if the child misses a class because of medical or any other personal reasons, the family will pay for only nine classes in the subsequent semester; missing two classes will only require payment for eight classes in the following semester.
- ❖ If the family chooses to refrain from attending the following semester, and has missed either one or two paid classes, they may attend the one or two missed classes in the subsequent semester as make-ups.
- ❖ Starting with the third missed class, and so on, there will be no refunds or make-ups provided under any circumstances.

- ❖ If the class is cancelled for any reason by *Russian for Kids Inc.*, then that class will be provided as a make-up in the following semester.

Section VII: Assumption of Risk

The classes include physical movement, art materials, group play, and sensory activities. I, the parent or legal guardian, acknowledge and voluntarily assume all risks associated with any of these activities, both for myself, my approved caregiver, and my child.

Section VIII: Lost or Stolen Property

Russian for Kids Inc. is not responsible, and will not compensate, for the loss or misplacement of any personal items during the duration of any *Play, Learn & Grow* program(s).

- ❖ Strollers and/or other devices used to transport children (i.e., bicycles, skateboards, etc.) are also not under the protection of *Russian for Kids Inc.* and *Play, Learn & Grow* program(s), and misplacement of said items will result in no compensation from *Russian for Kids Inc.*

Section IX: Release of Liability

To the fullest extent allowed by New York law, I release and hold harmless *Russian for Kids Inc.* and any associated employees or personnel from any and all claims, liability, or demands that may arise from participation in any *Play, Learn & Grow* program(s).

Section X: Indemnification

I, the parent or legal guardian, agree to indemnify and hold harmless *Russian for Kids Inc.* and any associated employees or personnel from any claims, losses, or liabilities resulting from my child's participation in any *Play, Learn & Grow* program(s), including any legal or medical expenses incurred.

Section XI: In-Class Food Policies

To ensure the safety of all students (i.e., allergy prevention, etc.), *Russian for Kids Inc.* policies concerning all *Play, Learn & Grow* classes prohibit the bringing of any food or the consumption of any food during the class.

- ❖ There is no exception to this policy for anyone, except for medical-related reasons. Any medical-related accommodation should be discussed with a staff member of *Russian for Kids Inc.* before the commencement of a *Play, Learn & Grow* mommy-and-me class.

Water and other drinks are permitted in all *Play, Learn & Grow* programs.

I, _____ am the parent and/or legal guardian of
print last,first name of parent and,or legal guardian
_____. I voluntarily agree to the terms and conditions imposed by this
print last,first name of child
agreement, and that the laws of the state of New York will govern this agreement. Additionally, if
any part of this agreement is found to be unenforceable, all of the other parts remain in effect.

❖ This agreement will remain in effect for the entire duration of the 2025-2026 school
year.

phone number of parent and,or legal guardian

E-mail of parent and,or legal guardian

date(month,day,year)this agreement was signed