

**RELEASE AND WAIVER OF LIABILITY FOR ADMINISTERING  
EMERGENCY CARE TO CHILDREN WITH SEVERE ALLERGIES**

This is a RELEASE AND WAIVER OF LIABILITY FOR ADMINISTERING EMERGENCY TREATMENT TO CHILDREN WITH SEVERE ALLERGIES (hereinafter, referred to as the "Release")

Made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between KID'S RESORT and \_\_\_\_\_ (Parent(s)/Legal Guardians) who are the Parent(s) and/or Legal Guardian(s) of \_\_\_\_\_.

WHEREAS, KID'S RESORT provides child care services and the Parent(s)/Legal Guardian(s) have engaged KID'S RESORT to provide child care services for \_\_\_\_\_ (child's name);

WHEREAS, KID'S RESORT has been requested by the Parent(s)/Legal Guardian(s) to administer emergency treatment (including the administration of epinephrine) to the child during certain emergency situations when the child has come in contact with an allergen and is in danger of anaphylaxis , as prescribed in writing on the child's "Authorization for Emergency Care of Children with Severe Allergies Form" all in accordance with and subject to KID'S RESORT's policy for administering emergency treatment to children with severe allergies.

NOW THEREFORE, in consideration of the agreements and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Parent(s)/Legal Guardian(s) hereby release and forever discharge KID'S RESORT and its employees or agents from any liability arising in law or equity as a result of KID'S RESORT's employees or agents administering epinephrine and providing other emergency care in conformance with the child's "Authorization for Emergency Care of Children with Severe Allergies Form" (hereinafter referred to as the "Authorization"), provided that KID'S RESORT has used reasonable care in administering epinephrine and in providing other authorized care in accordance with the Authorization.
2. This Release shall be governed by the laws of the State of Texas which is the location of the KID'S RESORT facility in which the child is enrolled, excluding its choice of law Provisions.
3. This Release supersedes and replaces all prior negotiations and all agreements proposed or otherwise, whether written or oral, concerning all subject matters covered herein. This instrument, along with the Authorization (including any additional health care provider's instructions or clarifications), that is hereby incorporated by reference, constitutes the entire agreement among the parties with respect to the subject matters discussed herein.

4. The reference in this Release to the term KID'S RESORT shall include KID'S RESORT its affiliates, successors, directors, officers, employees, and representatives. The terms Parent(s)/Legal Guardian(s) shall include the dependents, heirs, executors, administrators, assigns, and successors or each.
5. If one or more of the provisions of this Release shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect or impair any other provision of the Release. This Release shall be construed as if such invalid, illegal, or unenforceable provisions had not been contained herein.

KID'S RESORT

Center Address: 5419 FM 762, Richmond, Texas 77469

Name: (print): Cindy Gifford

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

Title: DIRECTOR

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

PARENT(S)/LEGAL GUARDIAN(S):

Name: (print) \_\_\_\_\_

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

Relationship: \_\_\_\_\_

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

Name: (print) \_\_\_\_\_

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

Relationship: \_\_\_\_\_

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