



RELEASE AND WAIVER OF LIABILITY

The individual named below ("Participant") desires to participate in educational and recreational activities, including use of facilities, tools, equipment and/or materials ("Activities") provided by Chatterbus on the Go ("Chatterbus"). In consideration of being permitted by the Chatterbus to participate in the Activities and in recognition of the Chatterbus's reliance hereon, I agree to all the terms and conditions set forth in this document ("Release").

I hereby expressly waive and release any and all claims, now known or hereafter known, against the Chatterbus, and its officers, directors, manager(s), employees, agents, successors, and assigns (collectively, "Releasees"), arising out of or attributable to Participant's participation in the Activities, whether arising out of the ordinary negligence of the Chatterbus or any Releasees or otherwise. I covenant not to make or bring any such claim against the Chatterbus or any other Releasee, and forever release and discharge the Chatterbus and all other Releasees from liability under such claims.

I shall defend, indemnify, and hold harmless the Chatterbus and all other Releasees against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorney fees, fees, the costs of enforcing any right to indemnification under this Release, and the cost of pursuing any insurance providers, arising out of or resulting from any claim of a third party related to Participant's participation the Activity.

This Release constitutes the sole and entire agreement of the Chatterbus and me with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. If any term or provision of this Release is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Release or invalidate or render unenforceable such term or provision in any other jurisdiction. This Release is binding on and shall inure to the benefit of the Company and me and their respective successors and assigns. All matters arising out of or relating to this Release shall be governed by and construed in accordance with the internal laws of the State of Arkansas without giving effect to any choice or conflict of law provision or rule. Any claim or cause of action arising under this Release may be brought only in the federal and state courts located in Pulaski County, Arkansas and I hereby consent to the exclusive jurisdiction of such courts.

PHOTO RELEASE

Photo Permission/ Release: I hereby give the Chatterbus on the Go permission to utilize photos of Activities that may include the Participant named below. Photos and videos that are taken by the Chatterbus may be used for current or future marketing in both print and social media materials. Photos will be used to help promote Chatterbus programs and benefits to its current and future participants and/or clients. I hereby waive all claims for damage or loss incurred directly or indirectly in connection with any released photos. This Permission/Release shall be binding on the undersigned.

BY SIGNING, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS RELEASE AND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE THE CHATTERBUS.

Participant Name/DOB:

School/Classroom:

I am the parent or legal guardian of the minor named above. I have the legal right to consent to and, by signing below, I hereby consent and agree to the terms and conditions of this Release of Liability.

Signed:

Printed Name of Parent or Legal Guardian:

Email/Phone Number:

Date: _____

Does your child have any allergies? If yes
please list
