

Novi Woods Montessori

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 Novi Woods Montessori, Inc. and

_____ who are the parent(s) and/or legal guardian(s) of
(child's name)

_____. WHEREAS, Novi Woods Montessori provides child care services for
(Parent(s)/Legal Guardians)

_____. WHEREAS, Novi Woods Montessori has been requested by the
(child's name)

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 a Child with Severe Allergies Form" (hereinafter referred to as the "Authorization") all in accordance with and subject to Novi Woods Montessori's policy for administering emergency treatment to children with severe allergies. NOW THEREFORE, in consideration of the agreements and covenants contained herein and 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 Novi Woods Montessori and its employees or agents from any liability arising in law or equity as a result of Novi Woods Montessori's and its employees or agents administering epinephrine and providing other emergency care in conformance with the child's "Authorization," provided that Novi Woods Montessori 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 Pennsylvania which is the location of Novi Woods Montessori 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 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 Novi Woods Montessori shall include to Novi Woods Montessori, its affiliates, successors, directors, officers, employees, and representatives. The term Parent(s)/Legal Guardian(s) shall include the dependents, heirs, executors, administrators, assigns and successors of 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 not be constructed as if such invalid, illegal or enforceable provision has not been contained herein.

Novi Woods Representative: _____ Title: _____
(Print)

Signature: _____ Date: _____

Parent(s)/Legal Guardian(s) Name: _____ Relationship: _____
(Print)

Signature: _____ Date: _____