



SUNSHINE LEARNING
MIAMI

Child's Full Name: _____

Birth Date: ____/____/____

Address: _____

Home Phone: _____ City: _____ State: _____ Zip Code: _____

PARENT/GUARDIAN INFORMATION

Mother's Full Name: _____

Home Phone: _____ Cell Phone: _____

e-mail: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Occupation: _____ Work Phone: _____ ext. _____

Name of Employer: _____

Business Address: _____

Father's Full Name: _____

Home Phone: _____ Cell Phone: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Occupation: _____ Work Phone: _____ ext. _____

Name of Employer: _____

Business Address: _____

CHILD PICK-UP INFORMATION

Please list below the people who have *Permission* to pick up your child.
*Note: Anyone picking up your child must have picture ID.

Name: _____ Phone: _____ Relationship: _____

Name: _____ Phone: _____ Relationship: _____

Name: _____ Phone: _____ Relationship: _____

Please list those persons who *Do Not Have Permission* to pick up your child.
Please explain the reason below or talk to your caregiver so she is aware of the situation.

Name: _____ Phone: _____ Relationship: _____

Name: _____ Phone: _____ Relationship: _____

EMERGENCY CONTACTS

Primary Emergency Contact (other than parents or guardian)

Name: _____

Home Phone: _____ Work Phone: _____

Cell Phone: _____ Relationship to Child: _____

Address: _____

Secondary Emergency Contact (other than parents or guardian)

Name: _____

Home Phone: _____ Work Phone: _____

Cell Phone: _____ Relationship to Child: _____

Adress: _____

Any Special Instructions on how to reach parents:

EMERGENCY INFORMATION

1. Child's Physician: _____ Phone: _____

2. Preferred Hospital: _____ Phone: _____

3. Insurance Company: _____ Policy #: _____

4. Regular Medications:

6. Medicine allergic to:

8. Any other Allergies:

10. Any special health conditions:



PHOTO RELEASE AGREEMENT

THIS PHOTO RELEASE AGREEMENT (herein referred to as the “Agreement”) is made and entered into on ____ /____, 20__, (herein referred to as “Effective Date”) by and between _____, whose address is _____, (herein referred to as “Owner”), and Sunshine Learning Miami, Inc., whose address is 13335 SW 124th St, Miami, FLORIDA 33186 (herein referred to as the “Company”), (herein collectively referred to as the “Parties”).

In consideration of the respective covenants contained herein, the Parties hereto, agree as follows:

1. Owner hereby grants to the Company an exclusive, irrevocable right to use the still photographs listed in Schedule A (herein referred to as the “Photographs”) attached herein, for the following approved uses: Testimonials and Promotional Uses (herein referred to as the “Approved Uses”).
2. Owner hereby grants to the Company an exclusive, irrevocable license to use the Photographs only for the Approved Uses set forth in Paragraph 1 above, for the term of this Agreement. The Company acknowledges and agrees that the foregoing license does not, without the prior written consent of Owner, which consent may be given or withheld in Owner’s sole and absolute discretion, (a) authorize or permit the Company to otherwise exploit the Photographs in any manner except for the Approved Uses; (b) include the right to alter, edit or modify the fundamental character of the Photographs; and (c) authorize or permit the use of the Photographs in any manner not expressly authorized herein. Without limiting the foregoing, the Company acknowledges and agrees that it shall have no right to use the Photographs, or permit any third party to use the Photographs, in connection with or for any third party sponsorship, partnership or promotional deal that has not been approved by Owner, and in no event shall the Company use, or permit any third party to use any of the Photographs, to sell, endorse, promote and/or advertise any product or service except as expressly set forth herein.
3. The Owner acknowledges and agrees that the Company, shall retain all ownership rights, copyrights and other rights to the Photographs during the Term of the Agreement and thereafter. The Company shall have the right to retain all original negatives, computer files, and/or other depictions of the Photographs.
4. Without limiting any of Owner’s other remedies, whether in law or equity, the Company acknowledges and agrees that Owner shall have the right to injunctive relief, to prevent and/or cure a breach or threatened breach of this Agreement by Company.
5. Owner represents and warrants to the Company that Owner has no knowledge of any claim or potential claim by any party which might in any way affect Company’s rights herein.

6. Owner hereby releases and discharges Company, its employees, agents, licensees, successors and assigns from any and all claims, demands or cause of actions that it may have or may later have for libel, defamation, invasion of privacy or right of publicity, infringement of copyright or trademark, or violation of any other right arising out of or relating to any utilization of the rights granted herein.

7. Owner agrees to defend, indemnify and hold the Company harmless from and against any and all claims, damages, liabilities, losses or expenses suffered or incurred by the Company on account of or in connection with the breach of any of Owner's representations, warranties or covenants set forth herein. Subject to Owner's representations and warranties, the Company shall hold harmless Owner from and against any Claims in connection with the exploitation of the Photographs.

8. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Each of the parties in any suit, action or proceeding arising out of or relating to this Agreement, irrevocably (i) submits to the jurisdiction of the State Courts of the State of FLORIDA and/or the United States District Court over any suit, action or proceeding arising out of or relating to this Agreement, (ii) waives to the fullest extent enforceable under applicable law any objection which it may now or hereafter have to the above venue of any such suit, action or proceeding and any claim that any such suit, action or proceeding brought in such Court has been brought in an inconvenient forum, (iii) waives to the fullest extent enforceable under applicable law any objection which it may now or hereafter have to the above mentioned Court having jurisdiction of the parties hereto and to the subject matter of this Agreement, and (iv) acknowledges that a final judgment in any such suit, action or proceeding brought in such Court, after all appropriate appeals, shall be conclusive and binding upon it.

9. This Agreement contains the entire understanding of the Parties relating to the subject matter hereof and incorporates all previous discussions and understandings between the Parties. Any modification or waiver of any of the provisions of this agreement must be in writing and signed by both the Parties.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the date first written above.

ACCEPTED AND AGREED TO BY SUNSHINE LEARNING MIAMI, INC

CONSENT REQUIRED IF OWNER IS UNDER THE AGE OF MAJORITY

THE UNDERSIGNED, hereby acknowledges that he/she is the parent or legal guardian of the minor named as the Owner. I hereby declare that I have legal authority to execute this Release on the Owner's behalf. I hereby acknowledge that I have read and fully understand the contents of this Release, and consent to the Company using the said photographs and images as set out herein.

Parent or Guardian

SCHEDULE A
List of Photographs

Sunshine Learning Miami's educational activities including but not limited to Academic activities, Teachers' Planning Day, Spring Break, Summer Camp and Field Trips.



WAIVER OF LIABILITY

In consideration of being permitted to engage in the following activity – Home School, Private School, Summer Camp, Field Trips (hereinafter referred to as the “Activity”) coordinated by Sunshine Learning Miami, Inc., of 13335 SW 124th St, Miami, FL 33186 - I acknowledge and agree to, on my own behalf, and on behalf of my personal representatives, heirs, assigns, executors, administrators and next of kin, as follows:

1. I am aware and acknowledge that injury or death may result from my participation in the Activity and from the use of the premises and facilities where the Activity is located or is to occur, or if premises and facilities are not an applicable description, the general area where the Activity is to occur, and the use of any machinery, equipment or apparatus located therein or thereon (collectively the “Activity Premises”).
2. I hereby release Sunshine Learning Miami, Inc., of 13335 SW 124th St, Miami, FL 33186 and (collectively, the “Releasees”) from and against any and all liability for any loss, damage, injury, expense, demand or cause of action that I may suffer whether with respect to personal injury, death, damage to or destruction of property, theft or otherwise, which may arise as a result of my presence in, upon or about the Activity Premises or my use of the Activity Premises.
3. I will indemnify and hold harmless the Releasees, collectively and individually, from any and all losses, liabilities, damages, demands, costs, causes of action and expenses that they may incur, for any reason whatsoever, which may arise as a result of my participation in the Activity, and my presence in, upon or about the Activity Premises.

I acknowledge that I have read this Waiver of Liability, and have been given reasonable opportunity to discuss this with my legal counsel. Further, I acknowledge that I fully understand the terms of this Waiver of Liability and that I have signed it freely and voluntarily without any inducement, assurance, guarantee or oral representation being made.

Date: _____ **Signature:** _____

Print Name: _____ **Student Name:** _____

Address: _____



SUNSHINE LEARNING
MIAMI

Notice of Termination

Date: _____

To: Sunshine Learning Miami Director.

This is to inform you that effective _____, the Sunshine Learning Miami program previously established for the below named child (ren) has been/will be terminated.

Child's Name: _____	Date of Birth: _____
Child's Name: _____	Date of Birth: _____
Child's Name: _____	Date of Birth: _____
Child's Name: _____	Date of Birth: _____

These children reside at:

Street _____

City: _____, FL Zip: _____

Sincerely, _____

Parent/Guardian signature _____