



**COVENANT NOT TO SUE
AND GENERAL RELEASE
2010-2011 Academic Year**

In consideration of SKINNER ENTERPRISES, INC., d.b.a. SKINNER ELEMENTARY MONTESSORI SCHOOL (hereinafter, SKINNER) allowing our child, (name) _____ to participate in (activity) _____, we covenant to SKINNER, its officers and employees that we will never, either individually or as parents or legal guardians of our child, institute any action at law or in equity against SKINNER on account of any damage, loss or injury either to person or property or both, sustained or that might be sustained by us or by our child as a consequence of any incident that may arise out of the activity described above.

We further covenant that we will never, either individually or as parents or legal guardians, assert against SKINNER, its officers and employees any claim or demand that we now have or may have in the future based on the above described activity.

SKINNER may plead this covenant, its officers and employees as a complete defense to any action or proceeding that may be brought or instituted by us or by our heirs or legal representatives or by our child's heirs or legal representatives in breach of this covenant.

We further covenant that we, individually, and on behalf of our child, will indemnify and save harmless SKINNER, its officers and employees against any claim for damages, compensation or otherwise made on behalf of our child or our child's heirs, executors, administrators or personal representatives, and to reimburse or make good any loss or damages or costs that SKINNER, its officers and employees may have to pay if any litigation arises on account of any claims made by our child or by anyone on our child's behalf.

We reserve the right to proceed against any and all parties other than SKINNER, its officers and employees for the recovery or full satisfaction of any claim for damage that we have or may have arising out of the above-described activity.

This covenant shall bind us and our heirs and legal representatives. It shall inure to the benefit of SKINNER; its officers and employees, their successors, heirs and legal representatives.

We execute this covenant not to sue and general release this _____ day of _____, _____.

Parent signature & Date

Parent signature & Date

Print name

Print name