

# The Dorris-Eaton School

## Preschool Registration Agreement Summer 2024 1 of 2

Student's Name \_\_\_\_\_ Birth Date \_\_\_\_\_ Gender \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ Zip \_\_\_\_\_ Home Phone \_\_\_\_\_

Father/Guardian Name (print) \_\_\_\_\_ Work Phone \_\_\_\_\_ Cell Phone \_\_\_\_\_

Mother/Guardian Name (print) \_\_\_\_\_ Work Phone \_\_\_\_\_ Cell Phone \_\_\_\_\_

School attended in 2023-2024 \_\_\_\_\_

List all allergies and pertinent medical information \_\_\_\_\_

List treatment method \_\_\_\_\_

Primary Email Address \_\_\_\_\_

**Please check desired program(s):**

**Tuition**

**Deposit**

**Monday-Friday**

- |                          |                    |                    |                  |        |        |
|--------------------------|--------------------|--------------------|------------------|--------|--------|
| <input type="checkbox"/> | June 17 – June 28  | Workshop I         | 9 A.M. – 12 P.M. | \$ 660 | \$ 260 |
| <input type="checkbox"/> | July 8 – July 19   | Workshop II        | 9 A.M. – 12 P.M. | \$ 660 | \$ 260 |
| <input type="checkbox"/> | June 17 – July 19* | Workshops I and II | 9 A.M. – 12 P.M. | \$1200 | \$ 460 |

**\*No Enrichment Workshops July 1-5.**

Total Due: \$ \_\_\_\_\_ Deposit Due: \$ \_\_\_\_\_

**The non-refundable deposit is due at the time of registration. The balance for all programs is due April 26, 2024. Those enrolling after April 26, 2024, will pay the full tuition at the time of registration. Statements will NOT be sent.**

**The School reserves the right to cancel or modify/substitute classes.**

**Please enter the appropriate figures below:**

Non-refundable deposit due with registration

Remaining balance due April 26, 2024

\_\_\_\_ *initial* \_\_\_\_

It is agreed that enrollment, as specified within this registration agreement, may be cancelled only by written notice directed to the Director or another administrator and delivered to the school office on or before April 26, 2024. The deposit remains non-refundable. I/We understand that no portion of the tuition for the summer program will be refunded if the student is absent, suspended, withdrawn, dismissed or otherwise should fail to complete the summer program. If the student should be withdrawn or dismissed before the completion of the summer program, any outstanding tuition is due and payable immediately. Should collection or legal action be instituted on this contract, I/we agree to pay all costs and disbursements including all attorney fees incurred to collect and enforce this indebtedness.

\_\_\_\_ *initial* \_\_\_\_

I/We hereby authorize The Dorris-Eaton School to take whatever action is necessary to obtain emergency medical care for my/our child. Any expenses incurred in obtaining that medical care will be paid by me/us.

# The Dorris-Eaton School

## Preschool Registration Agreement

Summer 2024

2 of 2

Student's Name \_\_\_\_\_

\_\_\_\_ *initial* \_\_\_\_

The Dorris-Eaton School shall have the right to dismiss any student for unsatisfactory achievement or conduct. The School's rules of conduct apply both on and off campus. I/We understand that The School retains the right to terminate enrollment in the event of non-compliance with school policies, rules or regulations. I/We understand that infraction of school policies and rules will result in my/our child being terminated from the program and that no tuition will be refunded. A student may also be dismissed if the parents/guardians have not cooperated with The School regarding the child's discipline needs or are not following school rules. I/We understand that my/our child must be able to participate as a member of a class, handle group dynamics and be able to participate in routine preschool activities. I/We understand that my/our child may be dismissed if said child is unable to adjust to Dorris-Eaton and that no refunds will be made. Non-payment of fees and charges herein provided for shall also be grounds for dismissal.

\_\_\_\_ *initial* \_\_\_\_

I/We are aware that the State of California Licensing (Community Care Licensing) has the authority to interview children or staff and inspect and audit child or facility records without prior consent. It also has the right to observe the physical condition of the child(ren), including conditions which could indicate abuse, neglect, or inappropriate placement, and to have a licensed medical professional physically examine the child(ren).

\_\_\_\_ *initial* \_\_\_\_

I/We agree to all the Preschool's operating policies and procedures as described in the Preschool Handbook. I/We agree to comply with all rules and regulations concerning admittance, attendance, health guidelines, sick child and emergency policies, arrivals and departures, drop-off and pick-up times, late pick-up policies, absences, finances, behavior management, and all other items specified. I/We have completed a Physician's Report and agree to inform The School immediately of any changes in the information contained on this form. I/We are aware that my/our child must be signed in upon arrival and out upon departure by an authorized adult over the age of eighteen and that the signature must be a full signature. I/We grant permission for my/our child to use all the classroom and playground equipment and to participate in all school activities.

\_\_\_\_ *initial* \_\_\_\_

### Arbitration

**In the event the parties to this Agreement have any dispute, controversy or claim arising out of or relating in any way to this Agreement, including a breach thereof, or in any way relating to the education received by a child pursuant to this Agreement ("the Dispute"), the parties shall submit the Dispute to binding Arbitration. Arbitration shall mean submission of the Dispute to the American Arbitration Association ("AAA") office located nearest to the School, for binding resolution. Any Dispute submitted to Arbitration pursuant to this Agreement shall be reviewed and determined by a single arbitrator pursuant to AAA's comprehensive arbitration rules and procedures then in effect for Commercial Arbitration, as the same may be modified herein or by written agreement of the parties, and judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitrator shall be chosen from AAA's panel of arbitrators, having at least ten (10) years of professional experience in the appropriate field related to the Dispute in question. The arbitrator shall be appointed within thirty (30) days after either party submits a written demand for arbitration to AAA. Discovery shall be permitted in accordance with AAA's rules for Commercial Arbitration. If an arbitration proceeding is brought pursuant to this Agreement, the non-prevailing party shall pay the costs, including reasonable attorneys' fees, incurred by the prevailing party in the arbitration. The arbitrator shall have the authority to grant injunctive relief in a form similar to that which a court of law would otherwise grant. All aspects of the Arbitration shall be treated as confidential. Neither the parties nor the arbitrator may disclose the existence, content or results of the Arbitration, except as necessary to enforce the award, turn the award into a judgment or to comply with legal or regulatory requirements. Before making any such disclosure, other than to enforce the award, turn it into a judgment or for legal or regulatory requirements, the party intending to make the disclosure shall give the other party written notice of that intention and shall afford the other party a reasonable opportunity (not less than twenty (20) days) to protect its interests. In agreeing to this Arbitration provision, the parties are specifically giving up all rights that they possess to have such disputes decided in court or by jury trial.**

The School reserves the right to cancel or change classes.

Father/Legal Guardian Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Mother/Legal Guardian Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Received by a Dorris-Eaton School Agent: \_\_\_\_\_ Date: \_\_\_\_\_

**Please make sure both parents/legal guardians have initialed each statement and signed above.  
Return this registration agreement with your deposit (or full tuition if registering after April 26, 2024) to The Dorris-Eaton School.**

ASSUMPTION OF RISK AND WAIVER OF LIABILITY RELATING TO CORONAVIRUS/COVID-19

Child's Name \_\_\_\_\_

The Dorris-Eaton School (hereinafter "School") cannot prevent you and/or your child from becoming exposed to, contracting, or spreading COVID-19 while utilizing the School's services, facilities, or premises or coming into contact with the School's administration, faculty, employees, or students. Therefore, if you choose to utilize the services, facilities, or premises of the School:

- You and/or your child may be exposing yourselves to and/or increasing your risk of contracting or spreading COVID-19.
- You must take adequate protections to protect yourselves and others from contracting or transmitting COVID-19.
- You will be expected to comply with the School's policies and practices displayed at the School and set forth, in part, below to help address the risk of exposure to COVID-19.

As consideration for being permitted by the School to use the School's services, facilities, and/or premises, I hereby, on behalf of myself and my child, irrevocably and unconditionally release, waive, relinquish, and discharge: (i) the School, and/or its successors or assigns; and (ii) the School's officers, directors, employees, or agents, and/or their successors and assigns [(i) and (ii) above shall be referred to collectively as the "Released Parties"], from any and all liability from any and all claims, demands, rights, actions, suits, causes of action, costs, losses, charges, expenses, damages, judgments, and/or liabilities for property damage, personal or bodily injury, death, emotional injury, and/or illness, howsoever caused, as a result of any exposure, infection, and/or spread of COVID-19 relating to use of or contact with the School's services, facilities, administration, faculty, employees, or students and/or premises, to the maximum extent allowed by law (collectively "The Release Claims"), and I covenant and agree not to make a claim or demand against, sue or bring litigation against, or attach the property of the Released Parties for any of The Released Claims.

In furtherance of this release, I, on behalf of myself and my child, expressly acknowledge and waive any and all rights under Section 1542 of the California Civil Code, which provides as follows:

"A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or release party."

I agree to indemnify the Released Parties for any attorneys' fees and/or costs incurred to enforce this Agreement. Notwithstanding the foregoing covenant not to sue, in the event that a lawsuit is filed against any of the Released Parties, I agree that the sole and exclusive venue shall be in Contra Costa County, California, and that California law shall apply without regard to any conflict of law rules. I further agree that if any portion of this Agreement shall be found void and/or unenforceable, the remaining portion shall remain in full force and effect. I agree that this Agreement shall be binding on my, and my child's successors and/or assigns.

- If my child develops a fever of 100.4 degrees or more and/or is exhibiting symptoms, I will keep my child home for the safety of others.
- If my child or any of my children or family members become sick with COVID-19 symptoms, test positive for COVID-19, or have been exposed to someone with symptoms or a confirmed or suspected case of COVID-19, my child will not attend the School, and I will notify School officials immediately.
- If my child is exhibiting symptoms such as an elevated fever or other communicable disease while at School, I understand my child will be quarantined. I will be required to make immediate arrangements to pick up my child.
- I give my permission for my child to use hand sanitizer while at the School which will contain 60% or more alcohol as recommended by the Centers for Disease Control to kill COVID-19.

I HAVE CAREFULLY READ AND FULLY UNDERSTAND THE WARNING CONCERNING COVID 19 AND ALL PROVISIONS OF THIS AGREEMENT, AND FREELY AND KNOWINGLY ASSUME THE RISK AND WAIVE MY RIGHTS AND MY CHILD'S RIGHTS CONCERNING THE LIABILITY AS DESCRIBED ABOVE.

Signature of Parent or Guardian: \_\_\_\_\_ Print Name: \_\_\_\_\_

Signature of Parent or Guardian: \_\_\_\_\_ Print Name: \_\_\_\_\_

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