

RELEASE AND WAIVER OF LIABILITY REGARDING MEDICINE DISPENSING IN CLASS BY PARENTS

This is a RELEASE AND WAIVER OF LIABILITY REGARDING DISPENSING MEDICATION DURING CLASS BY PARENST (hereafter, referred to as the "Release") made by and between RARE Learning Inc., a corporation (hereinafter, collectively referred to as the "School"), and their agents and employees and the Parent(s)/Guardian(s) of RARE Learning students.

RARE Learning has authorised parents to administer medication to the student during class time as requested by parents.

In consideration of the agreements and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Parent(s)/Guardian(s) hereby release and forever discharge the School, its employees and agents from any and all liability arising in law or equity as a result of parents giving medication to their child during class hours. The School shall be held harmless from any and all liability as a result of such action and the outcome of such administration or measure.
3. This Release shall be governed by the laws of the State of Texas, which is the location of the School in which the child is enrolled, excluding its choice of law provisions.
4. The reference in this Release to the term "the School" shall include RARE Learning, Inc, and their affiliates, successors, directors, officers, employees, agents and representatives. The terms Parent(s)/Guardian(s) shall include the dependents, heirs, executors, administrators, assigns and successors of each.
5. This Release supersedes and replaces all prior negotiations and all agreements proposed or otherwise, whether written or oral, concerning all subject matters covered herein. This instrument which is hereby incorporated by reference, constitutes the entire agreement among the parties with respect to the subject matters discussed herein.
6. This Release also shall constitute an estoppel against any and all legal or equitable claims and the Parent(s)/Guardian(s) shall further hold harmless and indemnify the School in the event any claim is asserted by any third party against the parties covered by this agreement. The indemnification includes all cost and attorney's fees incurred by the School.
7. 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 be construed as if such invalid, illegal or unenforceable provisions had not been contained herein.