

Transportation and Liability Release Agreement

This Transportation and Liability Release Agreement (the "Agreement") is entered into as of 2025-2026, by and between:

- Christina's Dance World, a Georgia, corporation, or LLC with a principal place of business at 2601 Demere Rd. Saint Simons Island, GA 31522 ("CDW" or "Provider"); and
- Boys and Girls Club of Saint Simons Island, a nonprofit organization with a principal place of business at 729 Ocean Blvd., Saint Simons Island, GA 31522 ("BGCSI" or "School Partner"); and
- The undersigned parent or legal guardian ("Parent") of the minor child identified below.

Recitals

- BGCSI will coordinate after-school transportation for enrolled children to CDW's dance studio located at [Studio Address] (the "Premises") in Saint Simons Island, Georgia.
- The transportation will be provided or arranged by BGCSI through its transportation program and/or its employees, agents, or contractors.
- Parent desires that the child attend classes at CDW and understands and accepts the risks associated with transportation to and from the Premises.

Agreement

1. Parties and Purpose

- This Agreement governs the relationship among Parent, CDW, and BGCSI regarding transportation to the Premises and any activities conducted at CDW.

2. No Transportation Liability by CDW

- To the maximum extent permitted by law, CDW shall not be liable for any injury, loss, damage, or expense arising from or relating to the transportation of the Child to or from the Premises, including, but not limited to, accidents, injuries, or other incidents occurring during transit, boarding, deboarding, or while awaiting transportation.
- This release of liability applies to all acts or omissions of BGCSI, its officers, employees, agents, and contractors, including negligent or grossly negligent conduct in the provision of transportation.

3. Parental Acknowledgments and Assumptions of Risk

- Parent acknowledges and understands that transportation to and from the Premises involves inherent risks of injury and that transportation is provided by BGCSI and its drivers, not by CDW.

- Parent voluntarily assumes all risks associated with the Child's transportation, including, without limitation, injuries from traffic collisions, weather conditions, sudden stops, and behavior of other passengers.

4. Release and Covenant Not to Sue

- Parent, on behalf of the Child and the Parent's heirs, executors, and assigns, releases and forever discharges CDW from any and all claims or causes of action arising out of transportation to or from the Premises, except to the extent caused by the gross negligence or willful misconduct of CDW.
- This release does not apply to claims arising from CDW's own negligence or willful misconduct in activities conducted on the Premises, provided such claims are not barred by applicable law.

5. Indemnification

- Parent agrees to indemnify, defend, and hold harmless CDW from and against any and all claims, demands, losses, damages, costs, and expenses (including reasonable attorneys' fees) arising from or related to the Child's transportation to or from the Premises, including any claims brought by third parties.

6. Insurance

- BGCSI represents and warrants that it maintains adequate automobile liability insurance or other transportation coverage for its vehicles and drivers involved in transporting Children to the Premises.
- CDW recommends that BGCSI provide proof of insurance to CDW and Parent upon request. Nothing herein shall be construed to require CDW to obtain or maintain any insurance for BGCSI or its transportation activities.

7. Supervision and Pickup Responsibilities

- Parent is solely responsible for the Child's pickup at the Premises after classes end.
- CDW will not be responsible for supervising or transporting the Child after a class ends beyond the scheduled transportation window arranged by BGCSI.

8. Age and Capacity of Child

- The Child must be within the age range supported by BGCSI's transportation program and must meet any eligibility criteria set by BGCSI for transportation.

9. Compliance with Laws and Policies

- All parties agree to comply with applicable federal, state, and local laws, including Georgia laws, and BGCSI's policies governing transportation of minors.

10. Term and Termination

- This Agreement shall remain in effect for the duration of the Child's participation in the after-school transportation program and attendance at CDW classes, unless terminated earlier by written agreement of the parties.

11. Governing Law and Venue

- This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia. Any lawsuits arising from this Agreement shall be filed in the appropriate courts in Glynn County, Georgia.

12. Severability

- If any provision of this Agreement is held unenforceable, the remaining provisions shall remain in full force and effect.

13. Entire Agreement

- This Agreement constitutes the entire agreement among the parties regarding the subject matter hereof and supersedes all prior agreements and understandings, whether written or oral.

14. Acknowledgment

- By signing below, Parent acknowledges that Parent has read this Agreement in its entirety, understands its terms, and signs freely and voluntarily.

Signatures

Parent/Legal Guardian: Name:		
Child's Name:	_	
Signature:	Date:	
CDW Authorized Representative: Name:	_	
Signature:	_ Date:	
BGCSI Authorized Representative:		
Name:	_	
Title:		
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