**[NAME OF CHILD CARE]**

***SAMPLE* RELEASE AND WAIVER OF LIABILITY FOR NON-INTRAVENOUS INJECTION**

THIS IS A RELEASE AND WAIVER OF LIABILITY FOR ADMINISTERING MEDICATION BY NON-INTRAVENOUS INJECTION TO CHILDREN IN NEED OF SUCH MEDICAL TREATMENT DURING CHILD CARE HOURS (hereinafter referred to as “Release”). This Release is between (child care name) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_and (parent/guardian name) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_who is the parent/guardian of (child name, date of birth) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (DOB:\_\_/\_\_ /\_\_). The above-listed parent/guardian has requested the above-listed child care to provide medical treatment for their child at the above-listed child care, and to take certain actions described in the child's "Authorization for Care of Children by Non-Intravenous Injection (hereinafter referred as “Authorization”) and Medical Management Plan (hereinafter referred to as “MMP”), which are attached to this Release and are hereby incorporated herein by reference.

**The parties agree that:**

1. (Parent/Guardian name) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ release (child care name) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ and its officers, employees or agents from all liability which may arise as a result of (child care name) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ administering medication by non-intravenous injections, for medical treatment, or following the directions in the Authorization and MMP (including any additional health care provider instructions or clarifications) as long as such employees or agents exercise reasonable care in taking such actions. The above-listed parent/guardian also releases the above-listed child care and its officers, employees or agents from all liability arising out of the use of any materials and/or equipment supplied by the parent/guardian in connection with the above-referenced medical treatment, as long as such employees or agents exercise reasonable care in the use of such materials or equipment.

2. This Release shall be governed by the laws of the State of Delaware, where (child care name) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_is located.

3. This Release replaces all other agreements, except the Authorization and MMP. Along with the Authorization and MMP, this Release is the entire agreement between the parties regarding the medical treatment of (child name, date of birth) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (DOB:\_\_/\_\_ /\_\_), while under the care of (child care name)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

**[CHILD CARE NAME] PARENT OR GUARDIAN:**

Printed Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Printed Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Relationship to Child: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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