

Admission Agreement School Year 2025/2026 (page 1 of 5)

Child's Name: _____

Date of Agreement: _____

Child's Age: _____

Child's Date of Birth: _____ Gender: _____

Name(s) of Child's Parent(s) or Guardian(s) ("Authorized Representative(s)":

_____ (Full name of First Parent or Guardian)

_____ (Legal Relationship, e.g., mother, father, or legal guardian)

_____ (Full name of other Parent or Guardian)

_____ (Legal Relationship, e.g., mother, father, or legal guardian)

This Agreement is made by and between La Jolla Village Montessori School (hereafter sometimes referred to as "School"), and the person(s) named above as Authorized Representative(s) of the child whose name is stated above ("Child").

Authorized Representative

The Authorized Representative warrants and represents that his or her relationship to Child is correctly stated above, and that he or she is the legal custodian of Child. If more than one Authorized Representative is listed above, either person named above as an Authorized Representative may solely exercise any of the rights or duties of an Authorized Representative as specified in this Agreement.

I, as an Authorized Representative, hereby agree to comply with the policies and procedures of La Jolla Village Montessori School as explained to me through the Parent Handbook, memos, and other correspondence. (Please initial each statement and sign and date below).

1. **Basic Services:** La Jolla Village Montessori School is a private, co-educational school for children ages 2 to 6 years of age. Approximately 42 children attend School. Authorized Representatives may deliver Child to School no earlier than 7:00AM and must pick Child up no later than 4:00PM Monday through Friday. _____

2. **School Year:** The School Year Runs from September 1, 2025 to June 5, 2026. Please see the holiday schedule for clarification of School closures and hours. _____

3. **Payment Provisions:**

a) **Basic Rate:** The annual tuition for 5 full days of attendance is \$20,410. The tuition for 5 half days of attendance is \$18,550. The tuition for 3 full days of attendance is \$18,550. The tuition for 3 half days is \$16,510. Tuition is prorated accordingly if Child enrolls after the September 1, 2025 start date. _____

b) **Payee:** Child's Authorized Representative is considered the payee. _____

c) **Due Date:** If not paid annually, tuition is divided into ten equal payments, with the first and last payments due by May 25, 2025, for the upcoming year, and eight additional payments spread throughout the year (please see payment schedule). For new families, first and last payments are due March 25, 2025 or upon enrollment. For families that enroll after the school year begins, the prorated tuition is divided into equal payments among the remaining months of the year. A \$60 LATE FEE will be applied to payments received after the due date. We accept payments via Brightwheel, money orders, cashier's checks, and cash. Checks are payable to La Jolla Village Montessori School. Tuition payments are accepted directly at School, or checks can be mailed to 7427 Fay Avenue, La Jolla, CA 92037. _____

Admission Agreement School Year 2025/2026 (page 2 of 5)

d) **Additional Fees:** An annual, non-refundable registration and insurance fee of \$300 is due with the receipt of Child's enrollment form. An annual, non-refundable materials fee of \$100 is also due with the first tuition payment. **I understand that if Child is enrolled in the potty-training program, there is an additional \$175 due per month until Child is fully potty trained.** _____

4. **Injury or Illness Policy:** School will not accept any child who, by reason of illness or injury, cannot participate in school activities, or who presents a danger to other children in the school. This restriction includes children with fevers, severe colds, lethargy, COVID-19 symptoms, or any other sign of illness. School reserves the right to decide whether a child can participate in School activities or whether a child presents a danger to other children. _____

5. **Refund Conditions:** I understand that Child is enrolled for the full School Year. No deductions or refunds will be given during the School Year for illness, pandemics, holidays, vacations, withdrawal, or other absences, other than as described in Section 11. I understand that the last payment of tuition may not be used for final payment in the event of early withdrawal and that the last payment of tuition is not refundable. _____

6. **Right of the Department Of Social Services to Perform the Duties Authorized In Sections 101200(b)(c):** Authorized Representative acknowledges that pursuant to California regulations, the California Department of Social Services has the authority to do the following: (1) interview School children and staff without prior consent; (2) inspect, audit, and copy Child or School records on demand during normal business hours; (3) remove records from School if necessary for copying; and (4) observe the physical condition of School children, including conditions that could indicate abuse, neglect, or inappropriate placement. School will provide space for these private interviews and for examining records relating to School operations. _____

7. **Modification of Agreement:** If there is any change in the fees charged to the Authorized Representative, School agrees to notify the Authorized Representative, in writing, at least 30 days before the change taking place. Any other modification of the terms and conditions provided for in this Agreement must be in writing, agreed to by each Authorized Representative and by School, and signed and dated by each Authorized Representative and by School. _____

8. **Termination by School:** School may terminate this Agreement at any time for any reason by providing written notice to the Authorized Representative. This includes termination for nonpayment of any charges provided for in this Agreement, including charges for regular childcare and for late pickup. Nothing in this Section precludes School from immediately removing any child who causes disruption to the School environment or who presents a danger to himself/herself, other children, or staff. _____

9. **Attorneys' Fees and Cost:** In the event of any dispute arising out of or relating to this Agreement, the prevailing party shall be entitled to an award of reasonable attorneys' fees and costs from the non-prevailing party. _____

10. **Late Fees:** Tuition must be received by the dates stated on the payment schedule. A \$60 LATE FEE will be applied to payments received after the due date. Child will be unable to attend on the second day of the month unless the tuition and the late fee have been paid for that month. Returned checks will be subject to a \$60.00 fee. _____

Admission Agreement School Year 2025/2026 (page 3 of 5)

11. Early Withdrawal: I acknowledge that in the event of an early withdrawal, I am responsible for fulfilling my financial obligation until School finds a replacement for Child's spot. For the avoidance of doubt, if there are spots already open for enrollment when I give notice of an early withdrawal, those earlier-open spots must be filled first, before a new child that enrolls in School will be considered a replacement for Child's spot. I understand and agree to notify School in writing thirty (30) days in advance of an early withdrawal. _____

12. RELEASE OF LIABILITY, EXPRESS ASSUMPTION OF RISK, AND INDEMNIFICATION

THE FOLLOWING PARAGRAPHS CONTAIN A RELEASE OF LIABILITY, AN EXPRESS ASSUMPTION OF RISK, AND INDEMNIFICATION OBLIGATIONS. READ IT CAREFULLY AND UNDERSTAND IT BEFORE SIGNING. YOU MAY SEEK THE ADVICE OF A LAWYER AND YOU MAY COMPARE THESE PROVISIONS TO THOSE PROPOSED BY OTHER SCHOOLS.

RELEASE OF LIABILITY

In consideration of La Jolla Village Montessori School providing Child school activities, I grant Child permission to engage in playground activities, recreation activities, school activities, and program activities at Child's own risk. This includes, without limitation, presence on the premises, use of any equipment in the facility, to participation in any activity, class, program, or instruction. I further acknowledge that my presence at School and my participation in any of the aforementioned activities is at my own risk. _____

I understand that accidents may occur. I, on behalf of myself and Child, agree to release and discharge La Jolla Village Montessori School, and any of their related companies, shareholders, owners, officers, directors, instructors, employees, agents, and co-participants (the "Released Parties") from all liability whatsoever for injuries, damages, claims or causes of action (known or unknown) arising out of their negligence. This includes, without limitation, injuries or damages which may result from injury, property damage, death, and/or any other improper or negligent act or instruction, whether related to school activities or not. I fully understand that if any medical treatment is provided to Child, with or without my consent, such treatment will be first-aid type treatment, and I waive all claims or causes of action arising from or based upon the provision of such treatment, including claims or causes of action based upon the negligent provision of such treatment. La Jolla Village Montessori School is not in the business of selling recreational equipment, playground equipment, or other products to the public, and the purchase or use of such items is incidental to the service provided by La Jolla Village Montessori School. I acknowledge and agree that La Jolla Village Montessori School does not place such items into the stream of commerce. This release is not intended as an attempted release of claims of gross negligence or intentional acts. By my and Child participating in or attending any activity in connection with La Jolla Village Montessori School, whether on or off the premises, I, on behalf of myself and Child, consent to the use of any photographs, pictures, film, or videotape taken of me or Child, or provided by me, for publicity, promotion, television, or any other use, and expressly waive any right of privacy, compensation, copyright, or other ownership right connected to same. _____

I acknowledge that I have carefully read this Release and fully understand that it is a release of liability. I am waiving any right that I or Child may have to bring a legal action to assert a claim against La Jolla Village Montessori School arising out of La Jolla Village Montessori School's negligence. This release is intended to be interpreted as broadly and all-encompassing as permissible under California law. _____

Admission Agreement School Year 2025/2026 (page 4 of 5)

ASSUMPTION OF RISK

I agree that if I am present or if Child is present on La Jolla Village Montessori School premises and/or engage(s) in any program or activity or use any facility on the premises, I and/or Child do so at our own risk. I understand that presence at the premises and/or participation in any activities offered by La Jolla Village Montessori School carries with it certain risks, known and unknown, including but not limited to the risk of personal injury, and I fully assume that risk on behalf of myself and Child. This includes, without limitation, mere presence on the premises, use of any equipment in the facility, and participation in any activity, class, program, or instruction. I agree that I and Child are voluntarily present on the premises and that we are voluntarily participating in these activities and using these facilities and premises. I, on behalf of myself and Child, assume all risks of injury including, without limitation, injuries, or damages which may result from property damage, injury, or death, including injuries or damages arising out of La Jolla Village Montessori School's negligence. I, on behalf of myself and Child, hereby release La Jolla Village Montessori School, and any of its related companies, shareholders, owners, officers, directors, instructors, employees, agents, and co-participants from any duty of reasonable care to protect me and/or Child from injury or damage. This assumption of the risk is intended to be interpreted as broadly and all-encompassing as permissible under California law. _____

INDEMNIFICATION

I agree to indemnify La Jolla Village Montessori School, and any of its related companies, shareholders, owners, officers, directors, instructors, employees, agents, and co-participants, from and against all liability by reason of my or Child's participation in all activities and programs offered by La Jolla Village Montessori School and hold them harmless against all demands, claims, actions, losses, and expenses arising there from, including reasonable attorneys' fees. _____

I, ON BEHALF OF MYSELF AND CHILD, MAKE THIS AGREEMENT FREELY AND VOLUNTARILY, WITHOUT ANY DURESS OR COERCION BY ANYONE. I hereby certify that I have legal custody of Child with due authority to agree to the Release of Liability, Assumption of Risk, and Indemnification provisions herein. _____

13. In the event of any illness or injury to Child, I hereby consent to whatever x-ray, examination, diagnosis, treatment, or hospital care from a licensed physician as deemed necessary for Child's safety and welfare. I further agree that any resulting expense will be my responsibility and I hold School, and any of its related companies, shareholders, owners, officers, directors, instructors, employees, agents, and co-participants harmless. _____

14. I agree to keep Child home from school due to illnesses such as, but not limited to: COVID 19, lethargy, cold, influenza, fever, and such other related illnesses. I agree to keep Child home for a minimum of 24 hours after the subsiding of fever, diarrhea, or vomiting. I also agree to keep Child at home if any family member has traveled or has been in contact with someone who has tested positive for the COVID-19 or Delta variant. I agree to have Child tested for COVID-19 virus or Delta variant if asked by School. _____

15. I agree to keep Child's following information updated: immunization records, phone numbers, e-mail address, home address, and emergency notification information. _____

16. I agree to allow the staff members to sign Child in and out of school in my presence with a legible first and last name at arrival and departure if needed. _____

Admission Agreement School Year 2025/2026 (page 5 of 5)

17. I hereby grant permission for Child's photo and video to be taken, and I grant permission for School to use such photos and videos on School's website and School's online platform, Brightwheel. _____

18. I hereby grant permission for my contact information to be shared with other families at School to communicate and stay connected as this is a wonderful opportunity to reach out, schedule play dates, and invite each other to parties, etc. _____

19. I agree to respect School's hours of operation and to have Child at School on time so as to not disrupt other children and teachers during classroom time. If I have a conflict in my schedule, I will call in advance to notify School that I will have Child at School at a later time. _____

20. Expulsion - I understand that if Child is unable to follow safety rules and procedures, causes harm, danger, or injury to others, or disrupts the school environment, he/she may be expelled from School. In cases of expulsion, tuition will be prorated for the month and Authorized Representative will be released from any financial obligation thereafter. _____

Each Authorized Representative named at the beginning of this Agreement hereby acknowledges that he or she has read this Agreement and agrees to its terms and conditions.

AUTHORIZED REPRESENTATIVE(S)

Printed Full Name: _____ Date: _____

Signature: _____

Printed Full Name: _____ Date: _____

Signature: _____

La Jolla Village Montessori School

Director

Date: _____