

CHILDREN'S HOME SOCIETY OF CALIFORNIA

Release and Hold Harmless

While participating in the Child Care Payment Program (CCPP) through Children's Home Society of California (hereafter referred to as the "AGENCY"), I do agree as follows (pages 1 and 2):

1. Fully agree and discharge forever the Agency, and its agents, employees, officers, directors, trustees, representatives, attorneys, subsidiaries, divisions, related corporations, assigns, successors, and affiliated organizations (hereafter referred to collectively as the "Released Parties"), and each and all of them, from any and all civil and criminal liabilities, claims, causes of action, charges, complaints, obligations, costs, losses, damages, injuries, attorneys' fees, and other legal responsibilities, of any form whatsoever, whether known or unknown, unforeseen, unanticipated, or unsuspected, the Provider, their heirs, administrators, executors, successors in interest, and/or assigns have incurred or expect to incur, or now own or hold, or have at any time heretofore owned or held, or may at any time own, hold, or claim to hold by reason of any matter or thing arising from any cause whatsoever prior to the date of the Provider's execution of this Release.
2. Agree to indemnify and defend any and all of the Released Parties for and against any and all costs, loss or liability, including reasonable attorneys' fees, caused by any action or proceeding, which is brought by me or my successors in interest if such action arises out of, is based upon, or is related to any claim, demand or cause of action released herein.
3. Expressly waive all our rights under Section 1542 of the California Civil Code. Said Section reads as follows:
Section 1542. [Certain claims not affected by general release.] A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known to him must have materially affected his settlement with the debtor.
4. Understand and agree that I at no time act and perform as an employee in connection with any relationship I have with the Agency. I understand that no work, act, commission, or omission by the Agency or me shall be construed to make or render me an employee of the Agency. I further acknowledge that the Agency expects me to control the manner and means in which I provide child care.

(Continues to Page 2)

I hereby acknowledge that I have read and understand this Release and Hold Harmless (page 1 and 2), that I have been provided a full and ample opportunity to study it, and that I am relying solely upon the contents of this document and am not relying on any other representations whatsoever of the Agency as an inducement to sign this document.

Print Name (First and Last) _____

Licensed Provider- Print Facility Name _____

Full Signature: _____

Date: _____

5. Understand that the Agency is interested only in the results to be achieved by me as a Provider. The manner and method of performing my Provider services and achieving the desired results shall be under my exclusive control.
6. Understand that I, as a non-employee, am entirely ineligible for any benefits associated with employment, including but not limited to, unemployment insurance benefits, disability benefits, and workers' compensation benefits. In light of this fact, I agree that I will not pursue any claims against the Agency in an employee capacity either during or after my Provider responsibilities end.
7. Understand that if licensed, I must to carry a comprehensive general and automobile liability insurance policy including premises operations, products-completed operation, blanket contractual and personal injury with limits, of \$300,000 combined single limit and an aggregate limit of no less than \$500,000 in a form mutually acceptable to both parties to protect provider and Agency with a certificate of insurance, copy of bond evidencing all coverage and endorsements required here under including a thirty (30) day written notice of cancellation or reduction in coverage and/or signed parent affidavit. The affidavit will state that the parent has been informed that the provider does not carry liability insurance or a bond according to standards established by the state. These affidavits will be reviewed at each licensing inspection. The State Department of Social Services/Community Care Licensing shall initiate proceedings to revoke the license of any licensed provider that is out of compliance with this section. I will provide a copy of liability insurance coverage, bond, or affidavit(s) to the Agency as requested.
8. If I am licensed and either partially or fully self-insured for its liability and/or property exposures, I will notify the Agency in writing and provide the Agency with a signed statement which states that I agree to hold harmless, defend and indemnify the Agency and its officers, employees, and agents as if the insurance requirements in the above paragraphs are in full force and effect.
9. If I am a licensed provider, I hereby waive any and all rights of recovery against the Agency and its offices, agents, and employees, for loss or damage to provider or its property or the property of others under its control to the extent that such loss or damage is insured under any valid and collectible insurance policy in force at the time of such loss or damages. I shall, upon obtaining the policy(ies) of insurance required as stated above, give notice to the insurance carrier or carriers of the foregoing waiver of subrogation.

Sign and date the bottom section on Page 1 of this document.