

**WAIVER AND RELEASE**

WHEREAS, I understand that Cyber Ed., Inc., as part of its amenities and services, offers certain activities for the children enrolled therein; and

WHEREAS, the general nature and scope of the activities have been explained to me to my satisfaction by representatives of Cyber Ed., Inc., and I have had the opportunity to ask any and all questions concerning these activities prior to signing this Waiver and Release;

NOW THEREFORE as parent and/or legal guardian of \_\_\_\_\_ (hereinafter referred to as the "minor child"), being of sound mind and having been fully informed to my satisfaction about all material facts and issues related to the children's activities at Cyber Ed., Inc., and in consideration for the minor child's participation therein, including but not limited to all activities associated therewith and other good and valuable consideration, I hereby, for myself individually, and for the minor child in my capacity as parent and/or legal guardian, do hereby covenant and agree to waive and release, and to hold harmless Cyber Ed., Inc. and its agents, employees, shareholders, directors, officers, partners, and representatives, for any and all acts or omissions of negligence in connection with the activities associated with Cyber Ed., Inc., and any and all damages, injuries, or claims associated with any negligent act or omission on the part of Cyber Ed., Inc. or its representatives. This release does not waive or release liability for any intentional, willful or wanton conduct on the part of Cyber Ed., Inc. or its representatives.

In the event for any reason that any provision or portion of this Agreement shall be found to be void or invalid, then such provision or portion shall be deemed to be severable from the remaining provisions or portions of this Agreement, and it shall not affect the validity of the remaining portions, which portions shall be given full effect as if the void or invalid provision or portion had not been included herein.

This Agreement shall be construed under the laws of the State of North Carolina, and any dispute that may later arise with respect to any term or provision of this Agreement shall be resolved in the General Court of Justice, Moore County, North Carolina, it being the clear intent of the parties hereto to consent to such jurisdiction and venue.

Should any portion of this Agreement require judicial interpretation, it is agreed that the Court or Tribunal construing the same shall not apply a presumption that the terms hereof shall be more strictly construed against any one party by reason of the rule of construction that a document is to be more strictly construed against the party who prepared the documents.

\_\_\_\_\_(SEAL)  
Parent/Guardian (Date)

\_\_\_\_\_(SEAL)  
Parent/Guardian (Date)