



Photo and Internet Video Release

Current technology has given Kids 'R' Kids of _____ (herein called "Center") the opportunity, through computers, video and the internet, to offer a unique way for parents to have peace of mind about their child(ren) while at work by being able to monitor them and their activities on video by Internet connectivity. The Center is happy to be able to offer this new technology and service to our parents. Please see item 5 below for sign-up instructions.

To access this service certain standards must be maintained at all times:

1. Access Codes (issued to those parents wishing to avail themselves of this service) are used to limit access to the images of our children, but you should realize that this system works through the Internet. **Authorized access by anyone necessarily permits access by that person to the images of all children within the field of view of the camera, including your child, whose image cannot be excluded, even if you choose not to accept this service.**
2. **Unauthorized access to the image of your child could also occur** as a result of a breach of the Internet or a breach of security by any holder of a personal Access Code. **This is beyond the Center's control, and we do not guarantee against such unauthorized access.**
3. You agree not to (or permit or suffer any other person to) divulge, reproduce, print or save, in any way or on any medium, any images, prints or video images of any portion of the Center's premises or any of the Center's children without prior consent of the Center. **This involves security of the Center and the children and should always be observed.**
4. You agree that our method of assigning Access Code or Codes and maintaining the confidentiality of such codes, so long as conducted in a manner consistent with usual, ordinary and reasonable business practices of like day care centers, shall be all that is required of the Center in safeguarding your children's video images, and that no other or different safeguards of internet video images of the children or the premises shall be expected or required of the Center.
5. To gain access to the Internet Video you must sign up at www.watchmegrow.com. Go to the home page and in the upper right hand corner will be a "Sign Up" option. Fill in the forms and your information will be forwarded to us for approval. You agree only those persons, if any, listed shall be given an Access Code respecting your children. At the option of the Center, all those listed may be issued the same Access Code, or individual Access Codes may be issued to each such person. You agree that it is solely your responsibility to instruct each such person regarding the provisions of this Agreement **and to take from each such person their express agreement** (a) not to divulge the Access Code to any other person, and (b) to abide by all the provisions of this agreement. Persons for whom Access Codes are requested are (enter "none" if such is the case): **(If you do not sign up at www.watchmegrow.com it will be conclusively presumed that no Access Codes are requested.)**



This Internet Agreement is part of, and supported by the same consideration as the basic Child Care Agreement. Violation of the Internet Agreement may, at the sole option and discretion of the Center, result in the termination of usage of one or more Access Codes and may, at the option of the Center, be deemed a breach of the Child Care Agreement, for which the Center shall have all remedies provided by law, including but not limited to that of cancellation and termination. Your signature below and/or on the enrollment papers of your child constitutes affirmation of your full and voluntary understanding and acceptance of these conditions with respect to your children, your express waiver of all Rights of Privacy in connection therewith, as well as your agreement that you expressly assume all risks involved in furnishing such images, and your release of the Center from any and all liability for any damage of any nature arising or resulting from its furnishing of this service, whether negligent or not.

I hereby assign and grant to the photographer, or those for whom the photographer is acting as indicated above, the right and permission to copyright and/or publish, and republish, photographic pictures, video and portraits of the minor names below in which said minor may be included in whole or in part, in color or black and white, made through any media by the photographer at his studio or elsewhere, including the use of any printed matter in conjunction with such photographs.

I hereby waive my right to inspect and/or approve the finished photograph or advertising copy or printed matter that may be used in conjunction with such photographs, or to the eventual use that it might be applied.

I hereby release and discharge the above, its assigns, and all persons acting under its permission or authority or those for whom it is acting, from and against any liability as a result of any distortion, blurring, alteration, or optical illusion that may occur in the taking of the picture, or processing or reproduction of finished product.

I hereby warrant that I am of full age and competent to contract for the minor named below in so far as the above is concerned. I have read the foregoing release and warrant that I fully understand the contents thereof.

Minor's Name: _____

Date: _____

Parent/Guardian Name: _____

Parent/Guardian Signature: _____