



Connect (Family Engagement Tool)

I _____ am the parent or guardian of _____
(Parent/Guardian Name) (Child's Name)
(the “**child**”) and have voluntarily chosen to participate in the Connect (Family Engagement Tool).

Participation Agreement

In consideration for Birch Tree Academy, its subsidiaries and affiliates (together “**Busy Bees US**”) providing Connect (Family Engagement Tool), accepting my application to participate in Connect (Family Engagement Tool), and providing me access to Connect (Family Engagement Tool), I hereby understand, acknowledge, and agree that:

- a) Our participation in Connect (Family Engagement Tool) is entirely voluntary and undertaken at my own and my child’s risk.
- b) I have read the Connect Communication Letter attached hereto and I had all my questions in relation to Connect (Family Engagement Tool) answered to my satisfaction prior to deciding to sign this Participation Agreement.
- c) I understand that I am prohibited from sharing photos and/or video of any children (other than my child), including any group photos/video, that I may have access to through my participation in the Connect (Family Engagement Tool). Should any photos and/or videos of children other than my child be distributed in violation of this covenant, I agree to indemnify and hold harmless Birch Tree Academy and its agents, employee, affiliates and/or assigns for all claims, liabilities, damages, losses and expenses (including legal fees on a solicitor and own client full indemnity basis) arising by reason of my unauthorized distribution in breach of this covenant.
- d) I understand and acknowledge that the Connect (Family Engagement Tool) relies on the use of a third party provider (the “**Developer**”) that utilizes the internet and cloud computing technology. Accordingly, I acknowledge that the Developer will have access to information, photos and videos of and about my child and may create and hold electronic copies of this information for the purposes of back-up. The Developer may also monitor, for its internal use only, my access and use of the Connect (Family Engagement Tool). I understand and acknowledge that there are inherent privacy and confidentiality risks when using an internet-based service and cloud computing technology upon which the Connect (Family Engagement Tool) relies. I understand and accept that BBUS California Inc. DBA Learn and Play will have no liability in the event of any breach of confidentiality of any information collected and copied from the Connect (Family Engagement Tool), whether or not such breach resulted from the actions of the Developer of Connect (Family Engagement Tool), its agents, employees, or assigns, or of any other parents who also participate in the Connect (Family Engagement Tool). My participation in and use of the Connect (Family Engagement Tool) is an acceptance of this limitation of liability.
- e) For greater certainty, I hereby release and forever discharge and agree not to make any claim against Birch Tree Academy, its board of directors, officers, agents, employees, affiliates and/or or assigns, for any and all claims, resulting from my participation and my child’s participation in the Connect (Family Engagement Tool); and I understand and acknowledge that the terms of this waiver shall apply equally to me, and to my child.



Approval for Photos/Videos

I hereby grant permission to Birch Tree Academy and its representatives to photograph and video my child and otherwise capture my child's image and to make recordings of my child's voice for the purpose of sharing information about my child with me under the Connect (Family Engagement Tool).

I further grant permission to Birch Tree Academy and its representatives to reproduce, use, exhibit, display, post or distribute any images and recordings of my child when such images or recordings are taken in a group, or in a multiple child setting, to other parents who are also participating in the Connect (Family Engagement Tool).

I hereby confirm and covenant that I will not share photos of any child (including group photos), other than my own, that I receive through the Connect (Family Engagement Tool) with anyone other than Birch Tree Academy and its employees.

I hereby release, defend, indemnify and hold harmless Birch Tree Academy its board of directors, officers, employees or agents from and against any claims, damages or liability arising from or related to the use of images, recording or materials of my child, whether individually or in a group setting.

(Name of Child)

(Parent/Guardian Signature)

(Date)

(Witness)

(Date)

Primary email: _____