



THE MONTESSORI SCHOOL OF SAN ANTONIO ("MSSA")
17722 ROGERS RANCH PARKWAY
SAN ANTONIO, TEXAS 78258
(210) 492-3553 ♦ FAX (210) 492-3484

ENROLLMENT AGREEMENT FOR ACTIVITIES

SPRING 2012

This Agreement is between the parent(s) and/or guardian(s) ("Parents") of the student named below ("Student"), and The Montessori School of San Antonio. Upon signing this Agreement, I agree to be legally bound by the terms of the Agreement.

Student's Name (please print) _____

I. FEES AND SCHEDULE

In consideration of the acceptance of this Agreement by MSSA, I agree to pay the fees applicable to the enrolled sessions as published in the Schedule of Activities. **The cost for any materials is included in the stated fees, except for Piano. A one-time registration fee of \$4.75 per student will be billed to recover the cost incurred by MSSA to administer the on-line registration process.**

II. PAYMENT OF FEES AND WITHDRAWAL PROVISIONS

All Fees will be billed to the parent(s) or guardian(s) account with MSSA no later than January 20, 2012. Amounts billed will be due and payable February 1, 2012 and will become past due if not paid in full by February 10, 2012. A Past-Due Charge of \$25.00 will apply to any amount on the account which is past due. MSSA reserves the right to cancel attendance privileges in any and all Activities for fees not timely paid.

Participants will be enrolled on a first-come, first-served basis. No enrollment changes will be allowed after January 13, 2012. Any cancellations after January 13, 2012 will be assessed a \$50.00 Agreement Cancellation Fee. Necessary staffing and material needs are based on contracted enrollment. Changes to enrollment and withdrawals shall be processed through the on-line registration system used for the original enrollment.

III. RULES, REGULATIONS, AND GENERAL INFORMATION

The Participant will receive instruction, guidance, and encouragement in keeping with The Montessori School of San Antonio's published mission statement.

MSSA reserves the right to dismiss any Participant and/or terminate this Agreement if in the sole judgment of MSSA the Participant's conduct, influence, industry, or progress is unsatisfactory by MSSA standards.

MSSA reserves the right to cancel or alter any scheduled session if necessary. If a session is cancelled, all Fees will be refunded.

A Participant must be developmentally ready and toilet-trained to enroll in the programs.

The *MSSA Emergency and Illness Information* form, available on ParentsWeb, must be completed prior to the start of program. **If your child is currently enrolled at MSSA, existing medical records will satisfy this requirement.**

IV. INDEMNIFICATION

I acknowledge that there are risks associated with any activity in which the Student is involved, including those conducted on the MSSA premises, and agrees, of their own free will, to assume full responsibility for those risks. Further, I give permission for my Student to be involved in MSSA’s off-campus activities, including but not limited to local field trips, overnight environmental study trips, athletic events, and other academic and cultural activities. I accept full responsibility for risks associated with my Student’s participation in off-campus activities. If I choose to withhold my child from a MSSA activity, I must notify MSSA in writing prior to the activity commencing. I understand that I may be responsible for any fees relating to such activity. MSSA carries both general liability insurance and student accident insurance. However, I agree that it is prudent to obtain personal insurance to protect my personal economic interests, and that my personal insurance is deemed the primary insurance in case of an accident or other incident.

Therefore, based on the above premises, which are contractual stipulations and acknowledgments, the undersigned agrees to **INDEMNIFY, DEFEND and HOLD HARMLESS** MSSA and/or its employees, affiliates, directors, trustees, representatives, and/or agents for and from any and all losses, claims, demands, injuries, including death, actions or causes of actions, suits, liabilities, and damages of whatever nature caused in part or in whole by the Student, the undersigned or the family of the undersigned, to the extent not paid by insurance maintained by MSSA.

V. LIMITATION OF LIABILITY

I hereby **RELEASE, WAIVE and FOREVER HOLD MSSA HARMLESS** from any and all claims arising from any and all activity involving or relating to MSSA, excepting only the terms set forth in this Agreement, including any and all claims of negligence and/or gross negligence by MSSA, its staff, officers, employees, trustees, directors, agents, representatives, and/or independent contractors, including but not limited to any and all physical injury, including death, and/or all emotional distress arising therefrom. I understand this release is mine only, and is not a waiver of the rights and/or remedies of the Student.

VI. ATTORNEY’S FEES

I agree to reimburse MSSA for any legal fees and costs incurred by MSSA for the enforcement of this Agreement and the collection of outstanding balances owed by me.

VII. FULLY INTEGRATED AGREEMENT; JURISDICTION AND VENUE

This Agreement is the full document and constitutes the only agreement between the undersigned and MSSA, and it fully supersedes any prior agreement, discussion or communication, whether written or oral.

This Agreement shall be construed in accordance with the laws of the State of Texas and shall be fully performable, and all sums due and owing under this Agreement are payable in Bexar County, Texas. Exclusive jurisdiction of any claims related to this Agreement is in the State Courts of Texas, in Bexar County, Texas.

Signature of Parent(s) _____ Date _____

Accepted for Enrollment by The Montessori School of San Antonio:

_____ Date _____