



Selectively Chosen, Personally Matched.



**Direct Hire Agreement For Waiver, Release of Liability,
And Covenant Not To Sue**

Agreement between **Classic Nannies**, and _____, adult parent(s) and/or guardian(s) of one or more children for whom Employer seeks to hire a nanny (collectively "Employer").

Classic Nannies and Employer enter into this Agreement in consideration of **Classic Nannies** to refer a nanny candidate(s) to become employed by the Employer. As used in this Agreement, the phrase "Nanny Candidate" means each and every individual referred to by **Classic Nannies**, to Employer.

Classic Nannies, agrees to refer Nanny Candidate(s) to the Employer pursuant to the Nanny Direct Hire Placement Agreement, which is attached hereto.

Employer of Nanny

The Employer shall solely make the decision to offer employment to or employ a Nanny Candidate. The Employer shall be the employer of any Nanny Candidate who works or performs any services for, on behalf of, or related to the Employer. **Classic Nannies**, is not, and shall not be, an employer, or, co-employer of, nor independent contractor for, any Nanny Candidate. The Employer acknowledges and understands **Classic Nannies** does not control or direct the hiring, work, compensation or discharge of any Nanny Candidate, and is not responsible for paying or providing wages, taxes or insurance related to any Nanny Candidate.

Waiver, Release, and Covenant Not to Sue

The Employer agrees that **Classic Nannies**, and its officers, directors, employees, insurers, and anyone acting on behalf of **Classic Nannies**, (hereinafter the "The Releasees") shall have no responsibility or liability for any loss, delay, damage, personal injury, emotional distress, death, costs, fee or expenses of any type incurred by the Employer in connection with their selecting and hiring a nanny referred to by the Releasees, including without limitation any loss, delay, damage, personal injury, emotional distress, death, cost, fee or expense resulting from acts of God, acts of war or government restriction as well as events directly or indirectly caused by any acts or omission by or of a Nanny Candidate. The Employer hereby voluntarily covenants not to sue the Releasees, and releases, waives, and discharges the Releasees from and against any and all liability for any and all claims and causes of action arising from or related to any act or omission by or of any Nanny Candidate.

The Employer agrees that the Releasees shall not be held responsible or liable for any claims, of whatever nature, that a Nanny Candidate may have or assert against Hiring Family, and waive any claim seeking indemnity or contribution from Releasees. The Employer agrees to indemnify and hold the Releasees harmless from any and all such claims by a Nanny Candidate including any court costs and legal fees incurred in defending against any such claim.

The complete contents of this entire covenant not to sue, release, waiver, and discharge extend to any and all claims that may be made by the Employer, , or their spouse,child/childrenfamily, estate, heirs, assigns, and anyone who might assert a claim on their behalf or on behalf of the minor child.

Construction

This Agreement shall be construed in accordance with the laws of the State of California. If any term or provision of this Agreement shall be held to be illegal, unenforceable, or in conflict with any law governing it, the validity and legality of the remaining portions of the Agreement shall not be affected thereby and shall remain in full force and effect.

Acknowledgement

THE EMPLOYER HAS READ THIS AGREEMENT FOR WAIVER, RELEASE OF LIABILITY, AND COVENANT NOT TO SUE. ADDITIONALLY, THE EMPLOYER UNDERSTANDS THAT, BY SIGNING THIS AGREEMENT, THE EMPLOYER IS GIVING UP LEGAL RIGHTS AND/OR REMEDIES THAT MAY OTHERWISE BE AVAILABLE TO THEM, THEIR SPOUSE, CHILD, FAMILY, ESTATE, HEIRS, ASSIGNS, AND ANYONE WHO MIGHT ASSERT A CLAIM ON THEIR BEHALF OR ON THE BEHALF OF THEIR MINOR CHILD. THE EMPLOYER REPRESENTS THAT THEY HAVE SIGNED THIS DOCUMENT FREELY, AND HAVE NOT RELIED ON ANY REPRESENTATIONS, STATEMENTS, OR INDUCEMENTS APART FROM THE WRITTEN CONTENTS OF THIS AGREEMENT. THE EMPLOYER ACKNOWLEDGES THAT THEY HAVE BEEN AFFORDED ADEQUATE OPPORTUNITY TO CONSULT WITH LEGAL COUNSEL REGARDING THIS AGREEMENT. This document contains the entire understanding of the parties and there are no oral agreements, understanding or representations relied upon by the parties.

ACCEPTED AND AGREED:

Parent/Guardian:

Date:

Parent/Guardian:

Date:

Classic Nannies:

Date: