

Assumption of Risk, Waiver, Release & Hold Harmless

Related to COVID-19 and School Year 2020-2021

The novel coronavirus, often referred to and known as SARS-CoV-2/Coronavirus/COVID-19 and/or any mutation or variation thereof (herein individually and collectively referred to as “Virus”), has been declared as a worldwide pandemic by the World Health Organization, a National Emergency by the President of the United States, and a Public Health and State of Emergency by Governor DeSantis. It is a highly infectious, extremely contagious, life-threatening disease believed to spread mainly from person-to-person contact. The Virus’s highly contagious nature means that contact with others or surfaces that have been exposed to the virus lead to infection. Persons who have been infected with the Virus often present as asymptomatic for a period of time or may never become symptomatic at all. At present, it is extremely difficult to control the spread of the Virus or to determine whether, where, or how a specific person may have been exposed to the Virus. Among other recommendations, Federal, State, County and local agencies recommend social distancing and other measures to try and prevent the spread and contraction of the Virus. The term “Virus” shall also include any other virus, bacterium or microorganism that results in the declaration of a health emergency or pandemic by any Federal, State, Local or County Government, Official or Agency.

Being fully aware of the foregoing, I nonetheless **voluntarily and intentionally** choose to enroll, permit and allow my Child(ren) (identified on the last page of this agreement) to participate in the program(s) checked below (herein individually and collectively referred to as “Programs”) offered by His Loving Hands Christian Academy (herein “School”):

- Daycare/Pre-School (including School-Readiness and/or VPK Programs)
- Before-School After-School School-Breaks/Summer Camp Programs
- Kindergarten Other: _____

I understand that School has put in place new/updated precautions, procedures, rules, and protocols (herein individually and collectively referred to as “Rules”) in order to mitigate the spread of the Virus, and such Rules may be updated at any time, with or without further notice to me. Despite my understanding and knowledge that the Rules may or may not be effective in mitigating the transmission and contraction of the Virus, may not remove all risks of illness, and may not make it inherently safe to participate in the Programs, I and my Child(ren) agree to comply with the Rules, which may include, but are not necessarily limited to, mask wearing, hand washing, hand sanitizing, and social distancing. For the safety of all everyone involved with or participating in the Programs, I and my Child(ren) agree to adhere to all of the Rules and are subject to immediate suspension or expulsion from the Programs in the event of non-compliance.

Preventive and active monitoring of symptoms are an important aspect of keeping everyone at the School safe and well. On behalf of myself and my Child(ren), I will:

- Perform daily temperature checks on my Child(ren) and agree that the School may perform daily temperature checks on me and my Child(ren) to screen for fever before arrival at the School for participation in the Programs. If my Child(ren) has a fever, I will not permit my Child(ren) to go to School and/participate in the Programs until he/she has been fever-free for at least 72 hours (or such other time period as the School shall determine in its sole discretion) without the use of medication.

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- Make a visual inspection of my Child(ren) on a daily basis before arrival at the School for participation in the Programs for signs of illness which could include: fever or chills, cough, shortness of breath or difficulty breathing, fatigue, muscle or body aches, headache, new loss of taste or smell, sore throat, congestion or runny nose, nausea or vomiting, diarrhea, flushed cheeks, rapid breathing or difficulty breathing (without recent physical activity), acute respiratory illness, fatigue, or extreme fussiness (this list is not exhaustive and may be updated from time-to-time by the CDC). If my Child(ren) has exhibited any of these signs or symptoms, I will not permit my Child(ren) to go to School and/participate in the Programs until he/she has been without signs or symptoms for at least 72 hours (or such other time period as the School shall determine in its sole discretion).
- On a daily basis before arrival at the School for participation in the Programs, confirm that my Child(ren) has not been in contact with someone who has either tested positive for the Virus in the past 14 days or is waiting for test results. If my Child(ren) has been in contact with such a person, I will not permit my Child(ren) to be at the school and participate in the Programs until 14 days have elapsed since the time of contact.
- Promptly pickup my Child(ren) or arrange for an authorized person to pick-up my Child(ren) if signs or symptoms of illness or the Virus are present or suspected as determined in the sole and absolute discretion and judgment of the School. I agree that my Child(ren) must remain home until symptom-free for at least 72 hours (or such other time period as the School shall determine in its sole discretion) without the use of medicine.

By signing this Agreement, I **acknowledge and agree** to all of the statements above. I also **acknowledge and understand** the contagious nature of the Virus, the fact that it can be difficult to identify in adults and children, and the inherent risks of exposure at the School and/or during the Programs from those who may be infected with the Virus. **I voluntarily assume the risk that I and/or my child(ren) may be exposed to and/or infected by the Virus as a result of participation in the Programs and that such exposure or infection may result in personal injury, illness, permanent disability, and/or death.** I **understand** that the risk of becoming exposed to and/or infected by the Virus at the School or by participating in the Programs may result from the actions, omissions, or negligence of myself, my child and/or other people, including, but not limited to, School administrators, employees, agents, contractors, delivery people, DCF or local licensing representatives, Early Learning Coalition representatives, volunteers, students/children or other people. I **acknowledge** that the School has a limited ability to control the actions and behaviors of the persons referenced herein above. I **recognize** that the School cannot limit all potential sources of infection or risk of infection from the Virus. **I acknowledge that I have asked for and/or been given any information that I may need to determine the risks associated with participating in the Programs and to make an informed assumption of those risks.**

By signing this Agreement, I **acknowledge and understand** that it is my sole responsibility to determine the safety sufficiency of the Rules implemented by the School and to actively take any and all steps I deem sufficient and necessary to minimize my Child(ren)'s risk of being exposed to and/or contracting the Virus. I **acknowledge and represent** that I have not relied upon any representations made to me by any person associated with the School, including any owner, officer, director, employee, agent, volunteer, or student, regarding the safety or risks of participating in the Programs, other than as may be specifically set forth in this Agreement. I have relied on my own judgment for

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myself and my children as to whether or not to undertake the risks of contracting the Virus by participating in the Programs.

I voluntarily and knowingly assume full responsibility for any and all risks of illness or injury associated with me or my Child(ren)'s potential and/or actual exposure to the Virus as well as from use of any protective equipment, including face masks, that the School may voluntarily provide to me or my Child(ren) or that I may bring to or use at the School for myself and/or my Child(ren). In exchange for allowing me and my Child(ren) to participate in the Programs, I completely, on behalf of myself and my Child(ren), absolve, waive, release, and hold harmless the School, its owners, directors, board members, officers, employees, agents, and contractors of any and all legal or financial responsibility, including, but not limited to, any personal injury, disability, illness, damage, or death from exposure to the Virus and/or from use of any protective equipment, whether such exposure or use occurs before, during, or after my or my Child(ren)'s participation in the Programs.

I further agree on behalf of myself, my Child(ren), my personal representatives, heirs, or anyone entitled to act on my or my Child(ren)'s behalf, not to make any type of legal or equitable claim against the School or any of its owners, directors, board members, officers, employees, agents, volunteers, or contractors with respect to any exposure I or my Child(ren) may have to the Virus, whether or not it arises through negligence, omission, default, or other action of anyone affiliated with the School, including fellow students or participants in the Programs.

In consideration of my Child(ren)'s enrollment at the School and participation in the Programs, I agree to indemnify and hold harmless the School and/or any of its owners, directors, board members, officers, employees, agents, volunteers, or contractors, from any loss, liability, damages or cost, including reasonable attorneys' fees, that they may incur due to the presence of any claims or actions by me, or by my heirs, next of kin, assigns, or personal representatives, arising out of my Child(ren)'s enrollment at the School and/or my Child(ren)'s participating in the Programs arising out of or in any way associated or related to the Virus and/or any injury arising thereof.

By signing my name below I certify that: (1) I am the Parent/Guardian of the minor Child(ren) listed below; (2) I have fully read and understand the above terms and conditions and they apply to my Child(ren) and/or myself; (3) I understand that I am waiving important legal rights to recover damages for injury and/or property damage; (4) I agree I have been encouraged to seek the advice of my own attorney prior to signing this Agreement; (5) I have read and voluntarily signed this Agreement; and (6) no oral representations, statements or inducements apart from the foregoing written Agreement have been made.

If any provision of this Agreement is held invalid, the invalidity shall not affect other provisions of the Agreement which can be given effect without the invalid provisions, and to this end the provisions of the Agreement are to be severable. This Agreement shall be governed by the laws of the State of Florida.

I AGREE AND UNDERSTAND THAT THIS WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT WILL EXTEND TO ALL CLAIMED WRONGFUL ACTS OF

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THE RELEASED PARTIES TO THE GREATEST EXTENT ALLOWED UNDER THE LAWS OF THE STATE OF FLORIDA, INCLUDING THE NEGLIGENCE OF THE RELEASED PARTIES.

I HAVE READ AND UNDERSTAND THIS AGREEMENT AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I MAY BE WAIVING CERTAIN LEGAL RIGHTS ON BEHALF OF MYSELF AND MY CHILD(REN), INCLUDING THE RIGHT TO SUE. THIS AGREEMENT SHALL BE BINDING UPON ME, MY CHILD(REN), AND OUR HEIRS, LEGAL REPRESENTATIVES, AND ASSIGNS AND SHALL INURE TO THE BENEFIT OF THE SCHOOL AND ITS SUCCESSORS AND ASSIGNS.

READ THIS FORM COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO LET YOUR MINOR CHILD(REN) ENGAGE IN POTENTIALLY DANGEROUS ACTIVITIES/PROGRAMS. YOU ARE AGREEING THAT, EVEN IF THE SCHOOL USES REASONABLE CARE IN PROVIDING THE ACTIVITIES/PROGRAMS, THERE IS A CHANCE YOUR CHILD(REN) MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THESE ACTIVITIES/PROGRAMS BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE ACTIVITIES/PROGRAMS WHICH CANNOT BE AVOIDED OR ELIMINATED. BY SIGNING THIS FORM YOU ARE GIVING UP YOUR CHILD(REN)'S RIGHT AND YOUR RIGHT TO RECOVER FROM THE SCHOOL IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO YOUR CHILD OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THE ACTIVITIES/PROGRAMS. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND THE SCHOOL HAS THE RIGHT TO REFUSE TO LET YOUR CHILD(REN) PARTICIPATE IN THE ACTIVITIES/PROGRAMS IF YOU DO NOT SIGN THIS FORM.

I have read and understand the terms of this Assumption of Risk, Waiver, Release & Hold Harmless Agreement and agree to its terms. I have been provided with ample and sufficient time to read, review and seek clarification of any aspect of this Agreement before signing it on my behalf and on behalf of my minor Child(ren).

Minor Child #1: _____
(full name)

Minor Child #2: _____
(full name)

Minor Child #3: _____
(full name)

Minor Child #4: _____
(full name)

x _____
Signature of Parent/Guardian

Printed Name of Parent/Guardian

Date of Signature: _____

x _____
Signature of Owner/Director/Officer

Printed Name of Owner/Director/Officer

Date of Signature: _____