

Appendix C: Assumption of the Risk and Waiver of Liability Relating to Coronavirus/COVID-19

ASSUMPTION OF THE RISK AND WAIVER OF LIABILITY RELATING TO CORONAVIRUS/COVID-19

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. As a result, federal, state, and local governments and federal and state health agencies recommend social distancing and have, in many locations, prohibited the congregation of groups of people. Bannockburn Nursery School (BNS) has put in place protective measures to reduce the spread of COVID-19; however, nobody - including BNS - can guarantee that you, your caregiver, or your child(ren) will not become infected with COVID-19. Further, attending activities at BNS could increase your risk and your child(ren)'s risk of contracting COVID-19.

By signing this agreement, I acknowledge the contagious nature of COVID-19 and on behalf of myself, my child(ren), and my spouse/co-parent of child(ren) voluntarily assume the risk that my child(ren) and I, my caregiver, and any member of my family, may be exposed to or infected by COVID-19 by attending activities at BNS and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 while at Intown may result from the actions, omissions, or negligence of myself and others, including, but not limited to, BNS employees, agents and representatives, volunteer parents, program participants and their families and/or any other individual who may be present in attendance at any BNS activity.

I voluntarily agree to assume, on behalf of myself, my child(ren), my caregiver, and my spouse/co-parent of child(ren) all risks and accept sole responsibility for any injury to my child(ren), my caregiver, myself and any member of my family, (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I, my child(ren), my caregiver and/or members of my family may experience or incur in connection with my child(ren)'s attendance in activities or participation in BNS programming ("Claims").

On my behalf, and on behalf of my children, my caregiver, and/or members of my family, I will advance no claim and I hereby release, covenant not to sue, discharge, defend, indemnify and hold harmless BNS, its employees, board members, agents, volunteers, and representatives, as well as Bannockburn Community Club (BCC), its employees, board members, agents, volunteers, and representatives, of and from the Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of Intown, its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation in any BNS activity.

Child's Name: _____ DOB: _____

Child's Name: _____ DOB: _____

Parent Name Printed: _____ Parent Name Printed: _____

Parent Signature Parent Signature

Date Date