

## Assumption of Risk and Waiver of Liability Relating to COVID-19

In consideration of (print name of child) \_\_\_\_\_ being permitted to participate on campus at Teltschik Academy, Inc. d/b/a Trafton Academy (“the School”), and in its related events and activities, and access to its equipment, facilities, and services, I, as parent or guardian for the above child, agree as follows:

The novel coronavirus, known as Coronavirus Disease 2019 (COVID-19), which causes respiratory illness, has spread globally, including the United States. COVID-19 is **extremely contagious**. The World Health Organization has declared COVID-19 a worldwide pandemic.

After careful consideration, the School is offering two choices for your child(ren): 1) on-site operations beginning on September 8, 2020 or 2) remote learning. Your choice is a family decision that requires careful assessment of the risks, current community conditions, and other factors you deem relevant and important. You acknowledge and understand that the circumstances regarding COVID-19 are changing daily and that accordingly, CDC, state, and local guidance is regularly notified and updated, and you accept full responsibility for staying current with the most recent updates, as well as the changing conditions in our community, and all state and local orders. As such, you acknowledge and agree that you are aware of and have reviewed the School’s protocols in place to prevent the spread of COVID-19, you have done your own review and research of local, state, and federal guidance, CDC guidance, and guidance from the American Academy of Pediatrics, and that you are aware of conflicting scientific opinions concerning the reopening of schools on campus. The decision whether to send and continue to send your child(ren) to our campus after the School’s reopening is entirely voluntary on your part. The School is not mandating your child(ren) attend School in person.

As the School resumes on-site operations, the School will take preventative measures to reduce the spread of COVID-19. These precautions include measures such as temperature screening, wearing masks, directing children and staff to regularly wash hands and practice healthy hygiene, practicing social distancing, and regularly disinfecting areas of the School.

The School cannot guarantee that even with the preventative steps it is taking, that your child(ren) will not be exposed to COVID-19. Therefore, if you choose to bring your child(ren) to School, you acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that you and your child(ren) may be exposed to or infected by COVID-19 by coming to our campus, attending School, and participating in School activities, such as but not limited to activities with other children, the sharing of supplies, belongings, and equipment, and that such exposure or infection may result in personal injury, illness, permanent disability, or death. You further acknowledge and understand the risk of becoming exposed to or infected by COVID-19 may result from or be caused by the actions, omissions, or negligence of yourself or others, including other School families, School employees, or other third parties.

You understand and acknowledge that you must not drop off any child that is experiencing any symptoms associated with COVID-19 including but not limited to fever, sore throat, shortness of breath, chills, muscle pain, new loss of taste or smell, gastrointestinal symptoms (like nausea, vomiting, or diarrhea), and cough. If your child is experiencing any symptoms at School, it will contact you to come and pick them up.

**BY CHOOSING TO BRING YOUR CHILD(REN) TO THE SCHOOL, AND IN CONSIDERATION THEREOF, YOU, JOINTLY AND SEVERALLY, FOR YOURSELF(ES), YOUR CHILD(REN) AND ALL OF YOUR AND YOUR CHILD(REN)’S RESPECTIVE GUARDIANS, HEIRS, EXECUTORS, PERSONAL, AND LEGAL REPRESENTATIVES, ESTATES, BENEFICIARIES, ADMINISTRATORS, SUCCESSORS AND ASSIGNS (ALL OF**

**THE FOREGOING, COLLECTIVELY THE “RELEASORS”), DO HEREBY WAIVE, RELEASE AND FOREVER DISCHARGE, AND PROMISE NOT TO SUE, THE SCHOOL, AND THEIR OFFICERS, DIRECTORS, TRUSTEES, SHAREHOLDERS, OWNERS, MANAGERS, PARTNERS, EMPLOYEES, STAFF, VOLUNTEERS, SUPERVISORS, AND ALL OF THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, AS WELL AS ANY PERSON OR ENTITY ACTING BY, THROUGH, UNDER OR IN CONCERT WITH ANY OF THE FOREGOING PERSONS OR ENTITIES (THE SCHOOL AND ALL PERSONS AND ENTITIES RELEASED HEREIN ARE SOMETIMES COLLECTIVELY REFERRED TO AS THE “RELEASED PARTIES”), OF AND FROM ANY AND ALL LIABILITY AND/OR CLAIMS, CAUSES OF ACTION, SUITS, DAMAGES, DISPUTES, INJURY, ILLNESS, DISABILITY, DEATH, COSTS AND EXPENSES, AND DEMANDS OF ANY NATURE WHATSOEVER, KNOWN OR UNKNOWN, SUSPECTED OR UNSUSPECTED, AT LAW OR IN EQUITY, VESTED OR CONTINGENT, AGAINST ANY OR ALL OF THE RELEASED PARTIES WHICH YOU, YOUR CHILD(REN) AND ANY OF THE RELEASORS HAS, HAD, OR MAY HAVE AGAINST ANY OR ALL OF THE RELEASED PARTIES BY REASON OF PARTICIPATION IN THE SCHOOL ACTIVITIES OR BEING EXPOSED TO OR INFECTED BY COVID-19 AS A RESULT OF CHOOSING TO BRING YOUR CHILD(REN) TO THE SCHOOL (THE “CLAIMS”). THIS ASSUMPTION OF RISK AND WAIVER DOES NOT APPLY TO THE WILLFUL MISCONDUCT OF THE RELEASED PARTIES. THE RELEASORS HEREBY KNOWINGLY AND VOLUNTARILY WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, THE BENEFITS OF ANY STATUTE, LAW, RULE, OR COMMON LAW WHICH MAY LIMIT THE SCOPE OF THIS ASSUMPTION OF RISK AND WAIVER.**

If any part of this Assumption of Risk and Waiver, or if the whole Assumption of Risk and Waiver is found to be invalid, unenforceable, or void, for any reason, then the Releasors acknowledge and agree that the Released Parties’ entire liability to the Releasors or any other person shall never, under any circumstances, be more than any applicable insurance limits, even if one or more of the Released Parties was negligent or grossly negligent. In addition, the Releasors acknowledge that none of the Released parties shall ever be liable to any person for special, incidental, consequential, or punitive damages or for any indirect damages such as, but not limited to, exemplary damages or lost earnings, lost revenues or loss of consortium, or companionship (even if the Released Parties have been advised of the possibility of such damages) whether based upon statute, contract, tort, negligence, strict liability, or otherwise.

By signing below you acknowledge that you have received the opportunity (and been strongly encouraged) to review this Assumption of Risk and Waiver with an attorney, that you have carefully read and fully understand the contents of this Assumption of Risk and Waiver, that you are giving up substantive legal rights (both your and your child(ren)’s and your own, as well as the rights of all other Releasors), have asked and received answers to all questions you may have, and that you have not been induced to sign this Assumption of Risk and Waiver by any promise or representation and sign it freely and voluntarily, intending and agreeing to be fully bound by the terms hereof. The parties agree and understand that a photocopy of a signed waiver is an acceptable substitute for the original and holds the same force and effect as a handwritten signature.

You also understand that it is your choice whether you sign this Assumption of Risk or Waiver, and instead of signing this Waiver, your enrolled child(ren) may engage in remote learning.

IN WITNESS WHEREOF, the undersigned, intending to be legally bound, have executed this Assumption of Risk and Waiver this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

Name of Parent/Guardian: \_\_\_\_\_

Signature of Parent/Guardian: \_\_\_\_\_

Name of Parent/Guardian: \_\_\_\_\_

Signature of Parent/Guardian: \_\_\_\_\_

All parents/guardians must sign