

[School Letterhead]

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

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

After reviewing applicable state and local orders regarding COVID-19, the [insert full legal name of the school] (“School”) suspended all on-site operations beginning [enter date] until further notice. Since that time, we have continued to monitor various resources and guidance, including, without limitation, applicable state and local orders, [enter state] Department of Health information, and the CDC Guidance for Childcare Programs. After careful consideration we have decided to resume limited on-site services beginning on [enter date]. [Set forth the on-site services to be provided – hours of operation, etc.]

Your enrolled child(ren) is/are welcome to join us. However, please know that this is a family decision after careful consideration of the risks, current conditions in our community, and other factors you deem relevant and important. The decision whether to send your child(ren) to our School after the School’s reopening is entirely voluntary on your part.

As the School resumes on-site operations, the School is, among other things, taking the following precautions [set forth the steps the school is taking upon reopen:

- (e.g. cleaning,
- masks where necessary,
- social distancing,
- no visitors,
- how drop off/pick up with work,
- limited and consistent groups,
- screening children, etc.)]

The School cannot promise that even with the steps we are taking, that your child will not be exposed to COVID-19. Therefore, if you choose to bring your child, 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 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.

By choosing to bring your child(ren) to the School, you, jointly and severally, for yourself(ves), your child(ren), and all of yours 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 “Releasers”), do hereby waive, release and discharge, and promise not to sue, the School, and its 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, 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 Releasers has, had, or may have against any or all of the Released Parties by reason of being exposed to or infected by COVID-19 as a result of choosing to bring your child(ren) to the School. This Assumption of Risk and Waiver does not apply to the willful misconduct of the Released Parties. The Releasers 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.

You understand 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, and cough. In addition, if your child is experiencing any symptoms once dropped off, you will be contacted to come and pick them up.

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 Releasers acknowledge and agree that the Released Parties’ entire liability to the Releasers 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 Releasers 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 child(ren)’s and your own, as well as the rights of all other Releasers), 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.

IN WITNESS WHEREOF, the undersigned, intending to be legally bound, have executed this Assumption of Risk and Waiver this ____ day of _____, 20____.

By: _____
Parent/Guardian: Signature

By: _____
Parent/Guardian: Print Name