

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

Child's Name _____

The Dorris-Eaton School (hereinafter "School") cannot prevent you and/or your child from becoming exposed to, contracting, or spreading COVID-19 while utilizing the School's services, facilities, or premises or coming into contact with the School's administration, faculty, employees, or students. Therefore, if you choose to utilize the services, facilities, or premises of the School:

- You and/or your child may be exposing yourselves to and/or increasing your risk of contracting or spreading COVID-19.
- You must take adequate protections to protect yourselves and others from contracting or transmitting COVID-19.
- You will be expected to comply with the School's policies and practices displayed at the School and set forth, in part, below to help address the risk of exposure to COVID-19.

As consideration for being permitted by the School to use the School's services, facilities, and/or premises, I hereby, on behalf of myself and my child, irrevocably and unconditionally release, waive, relinquish, and discharge: (i) the School, and/or its successors or assigns; and (ii) the School's officers, directors, employees, or agents, and/or their successors and assigns [(i) and (ii) above shall be referred to collectively as the "Released Parties"], from any and all liability from any and all claims, demands, rights, actions, suits, causes of action, costs, losses, charges, expenses, damages, judgments, and/or liabilities for property damage, personal or bodily injury, death, emotional injury, and/or illness, howsoever caused, as a result of any exposure, infection, and/or spread of COVID-19 relating to use of or contact with the School's services, facilities, administration, faculty, employees, or students and/or premises, to the maximum extent allowed by law (collectively "The Release Claims"), and I covenant and agree not to make a claim or demand against, sue or bring litigation against, or attach the property of the Released Parties for any of The Released Claims.

In furtherance of this release, I, on behalf of myself and my child, expressly acknowledge and waive any and all rights under Section 1542 of the California Civil Code, which provides as follows:

"A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or release party."

I agree to indemnify the Released Parties for any attorneys' fees and/or costs incurred to enforce this Agreement. Notwithstanding the foregoing covenant not to sue, in the event that a lawsuit is filed against any of the Released Parties, I agree that the sole and exclusive venue shall be in Contra Costa County, California, and that California law shall apply without regard to any conflict of law rules. I further agree that if any portion of this Agreement shall be found void and/or unenforceable, the remaining portion shall remain in full force and effect. I agree that this Agreement shall be binding on my, and my child's successors and/or assigns.

- If my child develops a fever of 100.4 degrees or more and/or is exhibiting symptoms, I will keep my child home for the safety of others.
- If my child or any of my children or family members become sick with COVID-19 symptoms, test positive for COVID-19, or have been exposed to someone with symptoms or a confirmed or suspected case of COVID-19, my child will not attend the School, and I will notify School officials immediately.
- If my child is exhibiting symptoms such as an elevated fever or other communicable disease while at School, I understand my child will be quarantined. I will be required to make immediate arrangements to pick up my child.
- I give my permission for my child to use hand sanitizer while at the School which will contain 60% or more alcohol as recommended by the Centers for Disease Control to kill COVID-19.

I HAVE CAREFULLY READ AND FULLY UNDERSTAND THE WARNING CONCERNING COVID 19 AND ALL PROVISIONS OF THIS AGREEMENT, AND FREELY AND KNOWINGLY ASSUME THE RISK AND WAIVE MY RIGHTS AND MY CHILD'S RIGHTS CONCERNING THE LIABILITY AS DESCRIBED ABOVE.

Signature of Parent or Guardian: _____ Print Name: _____

Signature of Parent or Guardian: _____ Print Name: _____

Date: _____