

COVID-19 Waiver

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

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely dangerous and is believed to be spread from person-to-person contact. As a result, federal, state and local governments and federal and state health agencies recommend physical and social distancing and have, in many locations, prohibited the congregation of groups of people. The State of Colorado and the local health department have determined that, under limited circumstances, adhering to strict health guidelines, certain businesses may resume operations at this time. *This is not to be seen as any medical or health care determination that COVID-19 or other illnesses are no longer a threat to the lives and health of the citizens of Colorado.*

We have put in place preventative measures to reduce the potential spread of COVID-19; however, The Park/Joyous Chinese Cultural School (“School”) cannot guarantee that you or your child(ren) will not become infected with COVID-19 or other pandemic illness. Further, your physical presence at School could increase your risk and your child(ren)’s risk of contracting COVID-19.

Participation Agreement

By signing this agreement, I acknowledge that COVID-19 is a contagious virus of which transmission patterns are still unconfirmed, and voluntarily assume the risk that my child(ren) and I may be exposed to or infected by COVID-19 by attending School and that such exposure or infection may result in personal injury, illness, permanent disability or death. I understand that the risk of becoming exposed to or infected by COVID-19 at School may result from the actions, omissions, or negligence of myself and others, including but not limited to, School employees, volunteers, and their family members.

I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to my child(ren) and myself (including, but not limited to, personal injury, disability or death), illness, damage, monetary loss, claim, liability, or expense of any kind, that I or my child(ren) may experience or incur in connection with my child(ren)’s participation at School or School activities (“Claims”). On my behalf, and on behalf of my child(ren), I hereby release, covenant not to sue, discharge and hold harmless The Park, its business entities, its employees, board, agents 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 The Park, its business entities, its employees, board, agents, and representatives, whether a COVID-19 infection occurs before, during, or after attendance at School.

I agree to protect, defend, indemnify and hold harmless The Park (its business entities, volunteers, contractors, board, officers, directors, employees, representatives, attorneys, and insurers) regarding any of the Claims, and shall be liable to pay attorneys’ fees and costs incurred by the School or any of the foregoing persons mentioned



in this paragraph in the event that I or any person on my behalf bring a Claim that has been otherwise waived by this agreement.

Print Name of Student _____

Signature of Student _____

Date _____

If Student is a minor and you are signing this agreement on behalf of the Student:

Print Name of Guardian _____

Signature of Guardian _____

Date _____