

WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT

In consideration for receiving permission BE ON PREMISES at ASP2 STEAM Academy Inc, I, on behalf of myself and any minor child/children for whom I have the capacity to contract hereby acknowledge and agree to the following:

1. I understand the hazards of the novel coronavirus (“COVID 19”) and I am familiar with the Centers for Disease Control and Prevention (“CDC”) guidelines regarding COVID-19 I acknowledge and understand that the circumstances regarding COVID-19 are changing from day-to-day and that, accordingly the CDC guidelines are regularly modified and updated and I accept full responsibility for familiarizing myself with the most recent updates.
2. Notwithstanding the risks associated with COVID-19 which I readily acknowledge, I hereby willingly choose to participate in activities (including the enrollment of my child/children) at ASP2 STEAM Academy Inc.
3. I acknowledge and fully assume the risk of illness or death related to COVID-19 arising from my (child/children) being on the premises and participating in the Academy Activities and hereby RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE (on behalf of myself and any minor children from whom I have the capacity contract) ASP2 STEAM Academy Inc., their owners, officers, directors, agents, and employees and assigns (the “RELEASEES”) from any liability related to COVID-19 which might occur as a result of my (child/children) being on the premises and participating in the Academy Activities.
4. I shall indemnify, defend and hold harmless the RELEASEES from and against any and all claims, demands, suits, judgments, losses or expenses of any nature whatsoever (including, without limitation, attorneys’ fees, costs, and disbursements whether of in-house or outside counsel and whether or not an action is brought, on appeal or otherwise), arising from or out of, or relating to, directly or indirectly, the infection of COVID-19 or any other illness or injury.
5. It is my express intent that this Waiver and Hold Harmless Agreement shall bind any assigns and representatives, and shall be deemed as RELEASE, WAIVER, DISCHARGE, AND COVENANT NOT TO SUE the above-named RELEASEES. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Illinois. I HEREBY KNOWINGLY AND VOLUNTARILY WAIVE ANY RIGHT TO A JURY TRIAL OF ANY DISPUTE ARISING IN CONNECTION WITH THIS AGREEMENT. I ACKNOWLEDGE THAT THIS WAIVER WAS EXPRESSLY NEGOTIATED AND IS A MATERIAL INDUCEMENT THE PERMISSION GRANTED BY RELEASEES TO BE ON PREMISES AND PARTICIPATE IN THE ACTIVITIES.

IN SIGNING THIS AGREEMENT, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing Waiver of Liability and Hold Harmless Agreement, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute this Agreement for full, adequate and complete consideration fully intending to be bound by the same.

IN WITNESS WHEREOF, I have signed this Waiver and Agreement under seal on this _____

day of _____, 202_____.

Signature: _____

Print Name: _____

Names of Minor Children: _____