

WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT

In consideration for receiving permission of the be on premises at the Old Logandale School House and Historical Society (hereafter participating in "Permanent Learning Solution's, LLC Learning Center Learning Programs"). I on behalf of myself and any minor child/children for whom I have the capacity to contract, herby acknowledge and agree to the following:

1. I understand the hazards of the novel coronavirus (COVID-19) and am familiar with the Center 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 choose to participate in Permanent Learning Solution's, LLC Learning Center programs.
3. I acknowledge and fully assume the risk of illness or death related to COVID-19 arising from any being on the premises and participating in the Learning Programs and hereby RELEASE, WAIVE AND DISCHARGE, AND COVENANT NOT TO SUE (on behalf of myself and any minor children from whom I have the capacity contract) Permanent Learning Solution's, LLC, their owners, officer, directors, agents, employees and assigns (the RELEASEES) from any liability related to COVID-19 which might occur as a result my being on the premises and participating in the Learning Programs.
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 limitations, 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 a 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 Nevada. **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 LEARNING PROGRAMS.**

IN SIGNING THIS AGREEMENT, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing Wavier 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, for full adequate and complete consideration fully intending to be bound by same.

IN WITNESS WHEREOF, I have signed this Waiver and Agreement under on this _____ day of _____, 2020.

SIGNATURE: _____

LEARNING PROGRAM _____

NAME: _____

NAMES OF MINOR CHILDREN: _____

WITNESS: _____