

NOTICE AND RELEASE

Englewood Christian School is hereby providing notice to me that it intends to open or reopen its educational/school program for students. I/we understand that Englewood Christian School cannot protect my child/student and/or me from risks which may be encountered as a result of my child attending the preschool and/or school program. I/we realize there are natural, mechanical, and environmental conditions and hazards which independently or in combination with any activities engaged in while participating in this program may result in the exposure to certain risks including exposure to coronavirus (COVID-19), or other biological agents, virus or similar bacteriological agent, and the risk of being quarantined, or illness that may result in medical care, hospitalization or death.

I hereby state that I, on behalf of my child/student and myself, am an adult, over the age of 18, and legally competent to sign this form. I understand these inherent risks and dangers involved with participation in the school providing this program and acknowledge the existence of risks which are not obvious or predictable, and hereby intend this release to extend to injury or loss which results from both obvious or predictable risks, as well as risks that are unpredictable and not obvious and to extend to myself and my child/student, as applicable

In consideration of myself and my child/student participating in the preschool and/or afterschool program provided by Englewood Christian School, I/we, and any legal representatives, heirs and assigns, hereby release, waive, and discharge Englewood Christian School, its officers, directors, employees, agents, and representatives from any and all liability for any and all loss or damage, and any claim or damages resulting therefrom, on account of any injury, illness or exposure to and/or contracting the corona virus (COVID-19) or other biological agents, virus or similar bacteriological agent by me or my child/student attendance at and participation in the preschool and/or school program, including any medical expenses. Injury and/or death.

I agree to indemnify Englewood Christian School, its officers, directors, employees, agents, and representatives from any loss, liability, damage, or cost that may be incurred due to my child/student participation in the aforementioned program, whether caused by negligence of Englewood Christian School or otherwise. I fully understand, on my own behalf and on behalf of my child/student the risks associated with the aforementioned participation and assume any risk associated therewith.

This notice, release and indemnity agreement contains the entire agreement between and among the parties hereto, and the terms of this release are contractual and not a mere recital.

The parties to this agreement hereby agree that the interpretation and enforceability of this release shall be governed by the laws of the State of Florida.

I expressly agree that this release, waiver, and indemnity agreement is intended to be as broad and inclusive as permitted by applicable laws, and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

I understand that by signing this agreement I am giving up on behalf of my child/student and myself certain legal rights and remedies including the right for my child/student and/or myself to recover damages in the event of death, personal and/or bodily injury of any kind, property loss or damage, expenses of any nature whatsoever including attorney's fees, and other losses that my student(s) or that I may sustain in association with my child's participation in the program.

I HAVE CAREFULLY READ THE FOREGOING RELEASE AND KNOW AND UNDERSTAND THE CONTENTS THEREOF. I SIGN THIS RELEASE VOLUNTARILY AS MY OWN FREE ACT WITH FULL KNOWLEDGE OF ITS SIGNIFICANCE, INTENDING TO BE LEGALLY BOUND THEREBY.

Waiver of Liability Relating: Coronavirus/COVID-19

On March 11, 2020, The World Health Organization declared the novel coronavirus, COVID-19, a pandemic. COVID-19 is highly contagious and is believed to spread mainly from person-to-person contact. As a result, federal, state, and local governments and federal and state health agencies recommend social distancing and have, in many locations, prohibited the congregation of groups of people over the past several weeks. [Organization/Ministry Name] (the “Ministry”) has put precautions in place to reduce the spread of COVID-19; however, the Ministry cannot guarantee that you or your family, including your child(ren), will not become exposed to or infected with COVID-19. Further, because of the number of individuals involved in [name of activity] and the fact that many infected individuals appear to be asymptomatic, attending this activity could increase your and your child(ren)’s risk of contracting COVID-19.

By signing this waiver, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that my child(ren) and I may be exposed to or infected by COVID-19. I also acknowledge that by attending [name of activity], such exposure or infection may result in personal injury, illness, disability, and/or death. I understand that the risk of becoming exposed to or infected by COVID-19 at [name of activity] may result from the actions, omissions, or negligence of myself and others, including, but not limited to, Ministry employees, contractors, volunteers, members, and participants and their families.

I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to my child(ren) or myself (including, but not limited to, personal injury, disability, and death), illness, damage, 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 attendance at the Ministry or participation in [name of the event] (“Claims”). On my behalf, and on behalf of my children, I hereby release, covenant not to sue, discharge, and hold harmless the Ministry, its employees, 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 Ministry, its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation in any program.

Signature of Parent/Guardian

Date

Print Name of Parent/Guardian

Name of Participant(s)