

**Assumption of the Risk and Waiver of Liability
Relating to Coronavirus/COVID-19**

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely 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.

The Children's Garden has put in place protective measures to reduce the spread of COVID-19; however, The Children's Garden cannot guarantee that you or your child(ren) will not become infected with COVID-19. Further, participating in The Children's Garden's Branching Out Program could increase your risk and your child(ren)'s risk of contracting COVID-19.

By signing this agreement, I acknowledge the contagious nature of COVID-19 and on behalf of myself, my child(ren), my and spouse/co-parent of child(ren) voluntarily assume the risk that my child(ren) and I, and any member of my family, may be exposed to or infected by COVID-19 by participating in The Children's Garden's Branching Out program and that such exposure or infection may result in personal injury, illness, permanent disability, and death.

I understand that the risk of becoming exposed to or infected by COVID-19 while on The Children's Garden's campus may result from the actions, omissions, or negligence of myself and others, including, but not limited to, The Children's Garden staff, employees and program participants and their families and/or any other individual who may be present upon school property or in attendance at any school activity.

I voluntarily agree to assume, on behalf of myself, my child(ren), and my spouse/co-parent of child(ren) all risks and accept sole responsibility for any injury to my child(ren), myself and any member of my family, (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I, my child(ren) and/or members of my family may experience or incur in connection with my child(ren)'s attendance in activities or participation in The Children's Garden's Branching Out program ("Claims").

On my behalf, and on behalf of my children and/or members of my family, I will advance no claim and I hereby release, covenant not to sue, discharge, defend, indemnify and hold harmless The Children's Garden, 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 Children's Garden, its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation in any activity of The Children's Garden.

Dated this _____ of _____, 2020.

Name of Garden Student: _____

Signature of Guardian, Printed Name