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 3 O' Clock Spot Digital Learning Center ("3OCP") has put in place preventative measures to reduce the spread of COVID-19; however, 3OCP **cannot guarantee** that you or your child(ren) will not become infected with COVID-19. Further, **attending 3OCP 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 voluntarily assume the risk that my child(ren) and I may be exposed to or infected by COVID-19 by attending 3OCP 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 at 3OCP may result from the actions, omissions, or negligence of myself and others, including, but not limited to, 3OCP employees, volunteers, and program 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 3OCP or participation in 3OCP programming ("Claims"). On my behalf, and on behalf of my children, I hereby release, covenant not to sue, discharge, and hold harmless the 3OCP, Landlord/Landholder, 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 3OCP, Landlord/Landholder, its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation in any 3OCP program.

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Signature of Parent/Guardian **Date**

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Print Name of Parent/Guardian **Name of 3OCP Participant(s)**