

Foothills Preschool

**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 or limited the congregation of groups of people.

Foothills Preschool ("the Preschool") has put in place preventative measures to reduce the spread of COVID-19; however, the Preschool cannot guarantee that you or your child(ren) will not become infected with COVID-19. Further, attending the Preschool or Preschool-related activities could increase your risk and your child(ren)'s risk of contracting COVID-19.

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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 the Preschool or Preschool-related activities 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 the Preschool or Preschool-related activities may result from the actions, omissions, or negligence of myself and others, including, but not limited to, Preschool employees, volunteers, and Preschool-related activity 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 Preschool or participation in Preschool-related activities ("Claims"). On my behalf, and on behalf of my children, I hereby release, covenant not to sue, discharge, and hold harmless the Preschool, 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 Preschool, its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation in any Preschool-related activity.

I understand and agree that the law of the State of California will apply to this Waiver of Liability.

**I HAVE CAREFULLY READ AND FULLY UNDERSTAND ALL PROVISIONS OF THIS WAIVER OF LIABILITY, AND FREELY AND KNOWINGLY ASSUME THE RISK AND WAIVE MY RIGHTS CONCERNING LIABILITY AS DESCRIBED ABOVE:**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Name (printed): \_\_\_\_\_

I am the parent or legal guardian of the minor named above. I have the legal right to consent to and, by signing below, I hereby do consent to the terms and conditions of this Waiver of Liability.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_  
Name (printed): \_\_\_\_\_