



ASSUMPTION OF 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 and other global and national organizations. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. COVID-19 is a novel virus and there are many unknowns about COVID-19, and government and health officials have varying views regarding protecting the community as a whole from the spread of the virus. Accordingly, Shadow Hills Church (SHC) has put in place certain measures to try to reduce the spread of COVID-19; however, SHC cannot guarantee that you or your children will not become infected with COVID-19 while on Church property or otherwise participating in SHC sponsored activities. Again, COVID-19 is a novel virus and there are many unknowns about COVID-19, including concrete measures to kill or stop this virus. There is also no COVID-19 vaccine or licensed medication to cure COVID-19. Thus, being on SHC's property or participating in other activities on its properties, could increase your risk and that of your child(ren)'s risk of contracting COVID-19, despite measures taken by SHC to try to reduce the spread of COVID-19.

Given the foregoing, and particularly the uncertainties related to COVID-19, it is necessary for you to review and execute this *Assumption of Risk and Waiver of Liability Relating to Coronavirus/COVID-19* on behalf of yourself and your children who come upon Church property or participate in property Church activities.

You Understand the Risk of COVID-19, And That It is A Novel Virus and Not All Risks Are Known

By signing this agreement, you acknowledge, on behalf of yourself and your child(ren), the contagious nature of COVID-19. By signing this agreement, you also acknowledge, on behalf of yourself and your child(ren), that COVID-19 is a novel virus and there are many unknowns about COVID-19, including concrete measures to kill or stop COVID-19. There is also no COVID-19 vaccine or licensed medication to cure COVID-19. By signing this agreement you also knowledge, on behalf of yourself and your child(ren), that being exposed to, or infected by, COVID-19 may result in personal injury, damage or loss, including, without limitation, illness, permanent disability, financial loss, expenses, trauma, emotional distress or anguish, or even death.

By signing this agreement, you also voluntarily assume-on behalf of yourself and your child(ren)-the risk that you, your child(ren) or any member of your family or household may be exposed to or infected by COVID-19 by being at SHC or participating in other activities on its grounds, and that such exposure or infection may result in personal injury, damage or loss, including, without limitation: illness, permanent disability, financial loss, expenses, trauma, emotional distress or anguish, or even death.

By signing this agreement, you also understand-on behalf of yourself and your child(ren)-that the risk of becoming exposed to or infected by COVID-19 while on the SHC premises may result from the actions, omissions, breach or breaches of standards of care, sole negligence, or comparative negligence of (a) SHC and its employees, officers, directors, contractors, agents, representatives or volunteers, including their families and friends; (b) you, your child(ren) or your family and friends; (c) other SHC Church members or their family and friends; or (d) any other individual who may be present upon SHC property or in attendance at any SHC-sponsored activity.

By signing this agreement, you voluntarily agree to assume-on behalf of yourself and your child(ren)-all known and unknown risks and accept responsibility for any personal injury, damage or loss, including, without limitation: illness, permanent disability, financial loss, expenses, trauma, emotional distress or anguish, or even death, to you or your child(ren), which you or your child(ren) may experience or incur as a result of becoming exposed to or infected by COVID-19 because of presence on SHC property or in attendance at any SHC-sponsored activity.

You Agree Not to Sue SHC Because of COVID-19

By signing this agreement, you further agree-on behalf of yourself and your child(ren)-that you will not assert any demand or claim against: (a) SHC or its employees, officers, directors, contractors, agents, representatives or volunteers, including their families; or (b) any other individual who may be present upon SHC property or in attendance at any SHC activity, arising from being exposed or infected with COVID-19 where such exposure or infection is traced to a person being present at SHC or at SHC's-sponsored activity.

In agreeing not to assert any demand or claim, you also release-on behalf of yourself and your child(ren): SHC and its employees, officers, directors, contractors, agents, representatives or volunteers, including their families or any other individual who may be present upon SHC property or in attendance at any SHC-sponsored events from any liabilities, injuries, claims, actions, damages, costs or expenses of any kind arising from being exposed or infected with COVID-19 where such exposure or infection is traced to a person being present at SHC or at SHC's-sponsored activity.

Limited Indemnification Of SHC Relating to COVID-19

By signing this agreement, you further agree-on behalf of yourself and your child(ren)-that you will indemnify and defend SHC and its employees, officers, directors, contractors, agents, representatives or volunteers from any lawsuits or other actions, demands, losses or damages that are asserted by any third-parties against SHC or its employees, officers, directors, contractors, agents, representatives or volunteers in which the third-parties allege that they were exposed or infected by COVID-19 and that such exposure or infection is traced to SHC through you, your child(ren) or anyone in your household. In other words, the third-parties allege that

they were exposed to or infected by COVID-19 by you, your child(ren) or anyone in your household because you, your child(ren) or anyone in your household were exposed to or infected by COVID-19 from being present at SHC or at SHC's-sponsored activity.

Affirmative Covenants

By signing this agreement, you further agree-on behalf of yourself and your child(ren)-that you will notify SHC and will not allow your child(ren) to enter upon the SHC's campus if (a) they are experiencing any of the currently known symptoms of COVID-19 (such as, without limitation, fever, chills, shortness of breath, fatigue, muscle/body aches, sore throat, congestion, nausea/vomiting, diarrhea, new loss of taste or smell, or symptoms later determined by the U.S. Centers for Disease Control ("CDC") to be associated with COVID-19; and/or (b) you become aware that you or your child(ren) have been exposed to COVID-19 within the last 14 days. You further agree-on behalf of yourself and your child(ren)-that you will promptly pick your child(ren) up from SHC or a SHC-sponsored activity in the event you are notified that your child(ren) has become ill or showing symptoms of COVID-19. Your child(ren) may not return to SHC's property until approved by SHC.

Further, you agree to assist SHC by ensuring your child(ren) are reminded on a regular basis of the importance of wearing a mask at all times (except when eating or drinking) while on SHC's property, exercising proper hygiene (including washing their hands regularly) and maintaining proper social distancing whenever possible.

Finally, the CDC recommends that certain administrators notify local health officials, staff, and school families immediately of any case of COVID-19, while maintaining confidentiality in accordance with the American With Disabilities Act ("ADA") or the Health Insurance Portability and Accountability Act ("HIPPA"). To this end, by signing this agreement, you further agree-on behalf of yourself and your child(ren)-that if you or your child(ren) become exposed to, or infected by, COVID-19, SHC may, in accordance with the ADA or HIPPA, provide non-confidential, non-identifying, general information pertaining to you or your child(ren) to local health officials, staff, and SHC families.

Severability

In the event that any provision contained in this *Assumption of the Risk and Waiver of Liability Relating to Coronavirus/COVID-19* is determined to be unenforceable, all remaining provisions shall survive and remain in full force and effect as if such unenforceable provisions had never been included in this *Assumption of the Risk and Waiver of Liability Relating to Coronavirus/COVID-19*.

Parental/Guardian Representation & Warranty

By signing below, you represent and warrant that you have authority to execute this *Assumption of the Risk and Waiver of Liability Relating to Coronavirus/COVID-19* on behalf of your child(ren) because you are the child(ren)'s parent, legal guardian or otherwise have a legal

right to act on behalf of the child(ren). By signing below, you affirm that you are freely signing this *Assumption of the Risk and Waiver of Liability Relating to the Coronavirus/COVID-19* and that you have read it and fully understand that you are giving up legal rights and/or remedies which could otherwise be available to you or your child(ren).

PARENT'S/GUARDIAN NAME

PARENT'S/GUARDIAN SIGNATURE

DATE

CHILD'S NAME

CHILD'S AGE