

### **Assumption of Risk and Waiver of Liability Relating to COVID-19**

In consideration of (print name of child) \_\_\_\_\_ being permitted to participate on campus at Saint Mary's Hall, its related events and activities, use of the equipment, facilities and services, I, as parent or guardian for the above child, agree as follows:

The novel coronavirus, known as Coronavirus Disease 2019 (COVID-19), which causes respiratory illness in people, has spread globally, including the United States. COVID-19 is **extremely contagious**. The World Health Organization has declared COVID-19 to be a worldwide pandemic.

Beginning May 24, 2021, and after careful consideration, Saint Mary's Hall (the "School") has decided to resume our on-site Enrichment Program at Saint Mary's Hall. Your enrolled child(ren) is/are welcome to join us on campus. However, please know that this is a family decision that should be made after careful assessment of the risks, current conditions in our community, and other factors you deem relevant and important. You acknowledge and understand that the circumstances regarding COVID-19 are changing from day to day and that accordingly, CDC, state, and local guidance is regularly modified and updated, and you accept full responsibility for familiarizing yourself with the most recent updates, as well as the changing conditions in our community, and all state and local orders. As such, you acknowledge and agree that you are aware of and have reviewed the directive from Bexar County recommending that schools not operate on-site except under limited conditions. You acknowledge that you have reviewed the School's protocols in place to prevent the spread of COVID-19, you have done your own review and research of local, state, and federal guidance, CDC guidance, and guidance from the American Academy of Pediatrics, and that you are aware of conflicting scientific opinions concerning the reopening of schools on campus. The decision whether to send and continue to send your child(ren) to our campus after the School's reopening is entirely voluntary on your part.

For those students who return to campus, safety will require a commitment by everyone to new procedures and measures to protect student health. The School has adopted a plan outlining preventative measures to reduce the spread of COVID-19, called the ONE-SMH Path to Reopening (the "Plan"). The Plan may be modified from time to time. Any modifications will be communicated to the School community. If any provision between the Plan and the Parent/Student Handbook conflict, the Plan will control.

The School cannot promise that even with the steps we are taking, that your child(ren) will not be exposed to COVID-19. Therefore, if you choose to bring your child(ren) to School, you acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that you and your child(ren) may be exposed to or infected by COVID-19 by coming to our campus, attending School, and participating in School activities, such as but not limited to games with other children, the sharing of toys, supplies, belongings, and equipment, and that such exposure or infection may result in personal injury, illness, permanent disability, or death. You further acknowledge and understand the risk of becoming exposed to infected by COVID-19 may result from or be caused by the actions, omissions, or negligence of yourself or others, including other School families, School employees, or other third parties.

You understand and acknowledge that you must not drop off any child that is experiencing any symptoms associated with COVID-19, including but not limited to fever, sore throat, shortness

of breath, chills, muscle pain, new loss of taste or smell, gastrointestinal symptoms (like nausea, vomiting, or diarrhea), and cough. In addition, if your child is experiencing any symptoms once dropped off, you will be contacted to come and pick them up.

You agree to indemnify and hold the School and its past and present related entities and affiliates, predecessors, successors, assigns, representatives, agents, officers, trustees, students, employees, insurers, donors, agents, and attorneys (collectively, the "Indemnified Parties") harmless from any liability, loss, legal fees, judgments or damages the Indemnified Parties may suffer as a result of Claims asserted against them by your child(ren) or anyone on behalf of your child(ren) at any time in the future concerning, arising out of or related to the your child(ren)'s return to campus. In this regard, you agree to indemnify the Indemnified Parties to the fullest and broadest extent permitted by law from Claims asserted against them by your child(ren) or anyone on your child(ren)'s behalf at any time in the future concerning your child(ren)'s return to campus.

**BY CHOOSING TO BRING YOUR CHILD(REN) TO THE SCHOOL, AND IN CONSIDERATION THEREOF, YOU, JOINTLY AND SEVERALLY, FOR YOURSELF(YES), YOUR CHILD(REN) AND ALL OF YOUR AND YOUR CHILD(REN)'S RESPECTIVE GUARDIANS, HEIRS, EXECUTORS, PERSONAL AND LEGAL REPRESENTATIVES, ESTATES, BENEFICIARIES, ADMINISTRATORS, SUCCESSORS AND ASSIGNS (ALL OF THE FOREGOING, COLLECTIVELY THE "RELEASORS"), DO HEREBY WAIVE, RELEASE AND FOREVER DISCHARGE, AND PROMISE NOT TO SUE, THE SCHOOL, AND THEIR OFFICERS, DIRECTORS, TRUSTEES, SHAREHOLDERS, OWNERS, MANAGERS, PARTNERS, EMPLOYEES, STAFF, VOLUNTEERS, SUPERVISORS, AND ALL OF THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, AS WELL AS ANY PERSON OR ENTITY ACTING BY, THROUGH, UNDER OR IN CONCERT WITH ANY OF THE FOREGOING PERSONS OR ENTITIES (THE SCHOOL AND ALL PERSONS AND ENTITIES RELEASED HEREIN ARE SOMETIMES COLLECTIVELY REFERRED TO AS THE "RELEASED PARTIES"), OF AND FROM ANY AND ALL LIABILITY AND/OR CLAIMS, CAUSES OF ACTION, SUITS, DAMAGES, DISPUTES, INJURY, ILLNESS, DISABILITY, DEATH, COSTS AND EXPENSES, AND DEMANDS OF ANY NATURE WHATSOEVER, KNOWN OR UNKNOWN, SUSPECTED OR UNSUSPECTED, AT LAW OR IN EQUITY, VESTED OR CONTINGENT, AGAINST ANY OR ALL OF THE RELEASED PARTIES WHICH YOU, YOUR CHILD(REN) AND ANY OF THE RELEASORS HAS, HAD, OR MAY HAVE AGAINST ANY OR ALL OF THE RELEASED PARTIES BY REASON OF PARTICIPATION IN THE SCHOOL ACTIVITIES OR BEING EXPOSED TO OR INFECTED BY COVID-19 AS A RESULT OF CHOOSING TO BRING YOUR CHILD(REN) TO THE SCHOOL (THE "CLAIMS"). THIS ASSUMPTION OF RISK AND WAIVER DOES NOT APPLY TO THE WILLFUL MISCONDUCT OF THE RELEASED PARTIES. THE RELEASORS HEREBY KNOWINGLY AND VOLUNTARILY WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, THE BENEFITS OF ANY STATUTE, LAW, RULE, OR COMMON LAW WHICH MAY LIMIT THE SCOPE OF THIS ASSUMPTION OF RISK AND WAIVER.**

If any part of this Assumption of Risk and Waiver, or if the whole Assumption of Risk and Waiver is found to be invalid, unenforceable, or void, for any reason, then the Releasors acknowledge and agree that the Released Parties' entire liability to the Releasors or any other person shall never, under any circumstances, be more than any applicable insurance limits, even if one or more of the Released Parties was negligent or grossly negligent. In addition, the Releasors acknowledge that none of the Released Parties shall ever be liable to any person for

special, incidental, consequential, or punitive damages or for any indirect damages such as, but not limited to, exemplary damages or lost earnings, lost revenues or loss of consortium, or companionship (even if the Released Parties have been advised of the possibility of such damages) whether based upon statute, contract, tort, negligence, strict liability, or otherwise.

By signing below you acknowledge that you have received the opportunity (and been strongly encouraged) to review this Assumption of Risk and Waiver with an attorney, that you have carefully read and fully understand the contents of this Assumption of Risk and Waiver, that you are giving up substantive legal rights (both your child(ren)'s and your own, as well as the rights of all other Releasers), have asked and received answers to all questions you may have, and that you have not been induced to sign this Assumption of Risk and Waiver by any promise or representation and sign it freely and voluntarily, intending and agreeing to be fully bound by the terms hereof. The parties agree and understand that a photocopy or an electronically signed waiver is an acceptable substitute for the original and holds the same force and effect as wet ink signature.

IN WITNESS WHEREOF, the undersigned, intending to be legally bound, have executed this Assumption of Risk and Waiver this \_\_ day of \_\_\_\_\_, 2021.

Name of Student (if 18 or older): \_\_\_\_\_

Signature of Student (if 18 or older): \_\_\_\_\_

Name of Parent/Guardian: \_\_\_\_\_

Signature of Parent/Guardian: \_\_\_\_\_

Name of Parent/Guardian: \_\_\_\_\_

Signature of Parent/Guardian: \_\_\_\_\_

Both parents/guardians must sign