

## U78- G8WASHDC - Prodigy Assumption of Risk and Waiver of

For:

Please Note: This agreement is authored and required by Prodigy Student Travel (PST); CHCA is not a party to this agreement and is reproducing it here only to facilitate the signing process.

### Coronavirus/COVID-19 - Assumption of Risk and Waiver of Liability

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 where possible and have, in many locations, prohibited the congregation of groups of people.

Please refer to CDC.org for updated information and guidance. Understanding that there will be times during a student tour where social distancing is impossible (on buses, for example), you acknowledge the assumption of these additional risks due to the contagious nature of COVID-19.

By signing the Waiver of Liability, you understand and accept the above-mentioned risks, and you also represent to Prodigy Student Travel, Inc. ('PST') that you and your child(ren) have not, in the past 14 days: knowingly been in contact with anyone who has tested positive for COVID-19, exhibited any symptoms commonly associated with COVID-19, including fever, or traveled outside of the United States.

In an attempt to address the risks that COVID-19 presents, including to reduce the spread of COVID-19, PST has adopted preventative measures and protocols. More information about our protocols can be found on PST's Covid Protocol Letter.

However, if you or your child(ren) attend a PST tour, PST does not and cannot guarantee that you or your child(ren) will not be exposed to or become infected with COVID-19, or spread COVID-19 to others.

By signing this Assumption of Risk and Waiver of Liability, you expressly and knowingly:

- 1: Acknowledge the contagious nature of COVID-19; and
- 2: Voluntarily assume the risk that you or your child(ren) may be exposed to or infected by COVID-19 while on a PST tour.

You voluntarily agree to assume the risk that you or your child(ren) may be exposed to or infected by COVID-19 while on a PST tour, and that if infected, you or your child(ren) could spread COVID-19 to others. You accept sole responsibility for any mental distress, personal injury, illness, temporary or permanent disability, and/or death that you/your children or others with whom you have personal contact may experience or incur if you become COVID-19 infected as a result of you or your child(ren)'s attendance on a PST tour.

You waive and release PST and all associated officers, directors, members, managers, agents, employees, contractors, representatives, and/or all PST tour participants and/or their families from all actions, damages, losses, costs, claims, liability or infection by COVID-19 as a result of attending, arising out of, or related to, a PST tour or meeting (a 'Claim').

On your behalf, and on the behalf of your child(ren), you hereby release, covenant not to sue, discharge, and hold harmless PST from and against the Claims. You understand and agree that this release includes any Claims based on the actions, omissions, or negligence of PST or a PST representative, including any claims based on lack of, or error in carrying out, COVID-19 preventative measures and protocols, and regardless of whether a COVID-19 exposure or infection occurs before, during, or after a PST tour.

By your acknowledgement and agreement upon registering your child, you consent to all of the above. If you do not register online, please print, sign and return this document and give to teacher in charge of your school's tour.

By my eSignature, I understand and accept stated assumption of risk and waiver of liability:

For:

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Signature \_\_\_\_\_

Date \_\_\_\_\_