

COVID-19 Liability Form

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. Sahag-Mesrob Armenian Christian School (the "Premises") has put in place preventative measures to reduce the spread of COVID-19; however, Sahag-Mesrob Armenian Christian School (the "School") cannot guarantee that you or your child(ren) will not become infected with COVID-19. In consideration of being permitted by the Company to be on the Premises and engage in the Activity and in recognition of the Company's reliance hereon, I agree to all the terms and conditions set forth in this instrument (this "Release").

READ CAREFULLY BEFORE SIGNING – INITIAL EACH PARAGRAPH

I am aware of the highly contagious nature of bacterial and viral diseases including the 2019 novel coronavirus disease (COVID-19) (collectively, the "Disease") and the risk that I may be exposed to or contract the Disease by being on the Premises and engaging in campus learning and activity (the "Activity"). I understand and acknowledge that such exposure or infection may result in serious illness, personal injury, permanent disability, death, or property damage. I acknowledge that this risk may result from or be compounded by the actions, omissions, or negligence of others, including school employees. I understand that while the School has implemented preventative measures designed to reduce the spread of the Disease, the School cannot guarantee that I will not become infected with the Disease or

DEATH, OR PROPERTY DAMAGE RELATED TO THE DISEASE, ARISING FROM MY BEING ON THE PREMISES OR ENGAGING IN THE ACTIVITY, WHETHER CAUSED BY THE ORDINARY NEGLIGENCE OF THE COMPANY OR OTHERWISE. ____ INITIALS

By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that I may be exposed to or infected by COVID-19 by participation; and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that there is a risk of becoming exposed to or infected by COVID-19 at Sahag-Mesrob Armenian Christian School. ____ INITIALS

I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to myself or my child(ren) (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I may experience or incur in connection with my attendance at Sahag-Mesrob Armenian Christian School. ____ INITIALS

I hereby expressly waive and release any and all claims, now known or hereafter known, against the School, and its officers, directors, managers, teachers, staff, employees, agents, representatives, affiliates, successors, and assigns (collectively, "Releasees"), on account of

injury, illness, disability, death, or property damage arising out of or attributable to my being on the Premises or engaging in the Activity and being exposed to or contracting the Disease, whether arising out of the ordinary negligence of the School or any Releasees or otherwise. I covenant not to make or bring any such claim against the Company or any other Releasee, and forever release and discharge the Company and all other Releasees from liability under such claims. This waiver and release does not extend to claims for gross negligence, intentional misconduct, or any other liabilities that California law does not permit to be released by agreement. ____ INITIALS

By signing this document, I agree that if I am exposed or infected by COVID-19 during my participation in this activity, then I may be found by a court of law to have waived my right to maintain a lawsuit against the parties being released on the basis of any claim for negligence. ____ INITIALS

I understand that by signing this Release, I am waiving any and all claims of any kind arising out of or attributable to my being on the Premises or engaging in the Activity and being exposed to or contracting the Disease, including those claims that may be unknown to me, or which I do not suspect to exist at this time. **WITH THE INTENTION OF WAIVING ALL UNKNOWN AND UNSUSPECTED CLAIMS, I HEREBY EXPRESSLY WAIVE ALL RIGHTS, BENEFITS, AND PROTECTIONS I MAY HAVE UNDER CALIFORNIA CIVIL CODE SECTION 1542, WHICH READS AS FOLLOWS:**

A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party. ____ INITIALS

I am familiar with federal, state, and local laws, orders, directives, and guidelines related to the Disease, including the Centers for Disease Control and Prevention (CDC) guidance on the Disease. I will comply with all such orders, directives, and guidelines while on the Premises, including, without limitation, requirements related to hand sanitation, social distancing, and use of face coverings. I will also follow all instructions of the School while on the Premises. I agree not to enter the Premises if I am experiencing symptoms of the Disease (such as cough, shortness of breath, or fever), have a confirmed or suspected case of the Disease, or have come in contact in the last 14 days with a person who has been confirmed to have or suspected of having the Disease. ____ INITIALS

I agree that to the best of their ability my child will follow all school safety guidelines laid out by Sahag-Mesrob Armenian Christian School and will attempt to practice safe social distancing and clean hygiene at all times during their attendance at Sahag-Mesrob Armenian Christian School. Failure to comply with provided safety guidelines will result in your child's expulsion from school. ____ INITIALS

This Release constitutes the sole and entire agreement of the School and me with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. If any term or provision of this Release is invalid, illegal, or unenforceable in any

jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Release or invalidate or render unenforceable such term or provision in any other jurisdiction. This Release is binding on and shall inure to the benefit of the Company and me and our respective successors and assigns. All matters arising out of or relating to this Release shall be governed by and construed in accordance with the internal laws of the State of California without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction). Any claim or cause of action arising under this Release may be brought only in the federal and state courts located in Los Angeles, California and I hereby consent to the exclusive jurisdiction of such courts.

BY SIGNING, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS RELEASE AND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE THE SCHOOL.

Signature of Parent/Guardian

Date

Printed Name of Parent/Guardian

Date

Printed Student Name

Date
