

## COVID-19 Compliance, Liability Waiver, and Assumption of the Risk

### **[To be incorporated into enrollment agreement]**

The novel coronavirus, COVID-19, is a highly infectious, life-threatening disease declared by the World Health Organization to be a global pandemic. There is no current vaccine for COVID-19. COVID-19's highly contagious nature means that contact with others, or contact with surfaces that have been exposed to the virus, can lead to infection. Because of this highly contagious nature, it is currently very difficult to control the spread of COVID-19 or to determine whether, where, or how a specific individual may have been exposed to the disease.

I am voluntarily enrolling my child \_\_\_\_\_ in the New Canaan Nature Center (NCNC) Day Camp (the "Camp")

I understand that NCNC has put in place new safety rules and precautions in order to mitigate the spread of COVID-19, which rules and precautions may be updated at any time. While acknowledging that these rules and precautions may or may not be effective in mitigating the spread of COVID-19, I agree that my child must reasonably comply with such rules and precautions which may include, but are not limited to, mask wearing, hand washing, hand sanitizing, and social distancing. I understand that if my child fails to comply with these rules and precautions, my child (a) may be asked not to attend Camp until he or she can comply or (b) may be asked to permanently leave the Camp, and in either case, NCNC will not be obligated to return any Camp tuition or fees.

I agree that if my child is exhibiting symptoms of acute respiratory illness, a fever of 100.4° F, has had known exposure to someone with COVID-19, or has a diagnosis of COVID-19, I will not send my child to Camp until I have written, medical clearance.

By signing this agreement, I acknowledge the contagious nature of COVID-19 and the inherent risks of exposure to those who may be infected with COVID-19. I voluntarily assume the risk that my child may be exposed to or infected by COVID-19 by participating in the Camp and that such exposure or infection may result in personal injury, illness, permanent disability, and/or death.

I understand and acknowledge that given the unknown nature of COVID-19, it is not possible to fully list each and every individual risk of contracting COVID-19. I understand that the risk of becoming exposed to or infected by COVID-19 at the Camp may result from the actions, omissions, or negligence of my child and others, including, but not limited to, NCNC's trustees, employees, agents, contractors, volunteers, students, and fellow campers. I acknowledge that NCNC, and the Camp, are an open campus, which limits on NCNC's ability to control students and visitors on campus. I recognize that NCNC cannot limit all potential vectors for COVID-19 infection. I acknowledge that I have asked for and/or been given any information that I may need to determine the risks associated with my child participating in Camp and to make an informed assumption of those risks.

By signing this agreement, I also acknowledge that limited Personal Protective Equipment ("PPE"), including face masks, may be made available by NCNC for use at the Camp. I understand that my child may be required to wear certain PPE pursuant to NCNC's policies, rules, and regulations. I understand that the use of PPE does not remove all risks of illness, nor does it make it safe to participate in the Camp. I alone have to determine the sufficiency of any PPE or other precautions that I decide to take to on behalf of my child minimize the risks of participating in Camp. No party related to NCNC, including any officer, employee, agent, volunteer, student, or camper has made any representations to me regarding the safety of, or the risks of, my child participating in Camp that I have relied on. I have relied instead on my own judgment as to whether to undertake the risks. I expressly acknowledge that my choice of PPE for

my child is at my discretion and that neither NCNC, nor its officers, employees, agents, volunteers, students, or campers has any liability for my choice of PPE.

I voluntarily assume full responsibility for any and all risks of illness or injury associated with my child's exposure to COVID-19, as well as from use of any PPE, including face masks, that NCNC may voluntarily provide to my child. I completely absolve NCNC, its trustees, officers, employees, agents, and contractors and any and all legal or financial responsibility, including, but not limited to, any personal injury, disability, illness, damage or death from exposure to COVID-19, whether such exposure occurs before, during or after my child's participation in Camp. Also, I agree, on behalf of School, or any of its trustees, officers, employees, agents or contractors with respect to any exposure my child may have to COVID-19, whether or not it arises through the negligence, omission, default or other action of anyone affiliated with NCNC, including fellow campers. I further agree that if any such claim is made, I will indemnify and defend NCNC with respect to any such claim.

I HAVE READ AND UNDERSTAND THIS AGREEMENT AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I MAY BE WAIVING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE. THIS AGREEMENT SHALL BE BINDING UPON ME AND MY HEIRS, LEGAL REPRESENTATIVES, AND ASSIGNS, AND SHALL INURE TO THE BENEFIT OF THE COMPANY AND THEIR SUCCESSORS AND ASSIGNS.

My signature below indicates that I am at least eighteen years of age and that I have read and understand the above statements and intend to be bound legally by its terms.

PARENT:

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DATE:

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