

## **BOCA RATON CHRISTIAN SCHOOL**

### **ASSUMPTION OF RISK AND WAIVER OF LIABILITY RELATING TO COVID-19 (“Waiver”)**

Boca Raton Christian School (“School”) has continued to monitor various resources and guidance concerning COVID-19, including applicable state and local orders, Florida Department of Health (“FDH”) information, the Centers for Disease Control and Prevention (“CDC”), Guidance for Childcare Programs and education/athletic programs for K-12 student. After careful consideration we have decided to resume on-site services beginning on August 10, 2020 as set forth in our Reopening Plan for Fall 2020.

Your enrolled child(ren) is/are welcome to join us. We know that this is a family decision requiring careful consideration of the risks, current conditions in our community, and other factors you deem relevant and important. By signing this Waiver you acknowledge and understand that the circumstances regarding COVID-19 are changing daily and CDC guidance is regularly modified and updated, and you agree to familiarize yourself with the most recent updates, such as community conditions, and all state and local orders. The decision to send and continue to send your child(ren) to our School after reading the School’s reopening plan is entirely voluntary on your part.

As the School resumes on-site operations, the School is taking several precautions as detailed in its Reopening Plan, such as: increased cleaning and disinfecting, masks encouraged and supported, social distancing, no visitors, staggered drop off and pick up, and temperature checks of faculty, staff and students.

Despite these precautions, the School cannot promise that your child(ren) will not be exposed to COVID-19. By choosing to bring your child(ren) to School, you acknowledge the contagious nature of COVID-19 and are voluntarily assuming the risk that you and your child(ren) may be exposed to or infected by COVID-19, which may result in illness, personal injury, disability or death and the risk of exposure to 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 acknowledge and agree that the School may revise its procedures at any time based on updated recommended guidance and protocols issued by the Public Health Agencies and further agree to comply with the School’s revised procedures prior to sending your child to School.

In bringing your child(ren) to the School, you, jointly and severally, for yourself(ves), 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 “Releasers”), do hereby waive, release, exonerate, discharge, and promise not to sue, the School, and its officers, directors, trustees, shareholders, owners, managers, partners, employees, staff, volunteers, agents, 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, 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 Releasers has, had, or may have against any or all of the Released Parties by reason of being exposed to or infected by COVID-19 as a result of choosing to bring your child(ren) to the School. *This Waiver exonerates the School from any and all liability for harm which may occur due to exposure to COVID-19, including harm resulting from negligence of the Released parties except for harm as may result from reckless or willful misconduct of the Released Parties.* The Releasers 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 Waiver by expressly and knowingly waiving all rights you or any participating minor children or wards may have under Florida Statute 768.041 Release or Covenant not to sue. 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. If your child is experiencing any symptoms once dropped off, you will be contacted to come and pick them up.

You understand and acknowledge that you must not drop off any child that has been exposed to a person with 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.

If any part of this Waiver, in whole or in part is found to be invalid, unenforceable, or void, for any reason, then the Releasers acknowledge and agree that the Released Parties' entire liability to the Releasers 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 Releasers 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 the following: (1) this Waiver is made on behalf of your minor child(ren) and/or legal wards and you represent and warrant to the School that you have full authority to sign this agreement on behalf of such minor(s), (2) you have received the opportunity (and been strongly encouraged) to review this Waiver with an attorney, (3) you acknowledge that you have carefully read and fully understood the contents of this Waiver in 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), including the right to recover damages from the School in case of illness, injury, death or property loss or damage, including, for the avoidance of doubt and without limitation, exposure to COVID-19 while at the School premises, (4) you acknowledge that you have asked and received answers to all questions you may have, and (5) that you have not been induced to sign this Waiver by any promise or representation and sign it freely and voluntarily, intending and agreeing to be fully bound by the terms hereof.

IN WITNESS WHEREOF, the undersigned, intending to be legally bound, have executed this Assumption of Risk and Waiver this \_\_\_ day of \_\_\_\_\_, 2020.

By: \_\_\_\_\_ By: \_\_\_\_\_  
Parent/Guardian: Signature Parent/Guardian: Print Name  
On behalf of Minor Child(ren)  
(Note: A PDF signature shall be treated as an original signature)

\_\_\_\_\_  
Print Name(s) of Minor Child(ren)