

# WAIVER/RELEASE FOR COMMUNICABLE DISEASES INCLUDING COVID-19

## ASSUMPTION OF RISK / WAIVER OF LIABILITY / INDEMNIFICATION AGREEMENT

In consideration of being allowed to participate on behalf of Ka Hana Pono Daycare and Preschool and related events and activities, the undersigned acknowledges, appreciates, and agrees that:

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.

Ka Hana Pono Daycare and Preschool has preventative measures and precautions in place to help prevent the spread of COVID-19 and other common illnesses such as influenza and gastroenteritis; however, the school cannot guarantee that you or your child(ren) will not become infected with COVID-19.

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By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that my child(ren) and I may be exposed to or infected by COVID-19 by attending the school. I acknowledge that while particular rules and personal discipline may reduce this risk, the risk of serious illness and death does exist; and,

I knowingly and freely assume all such risks, both known and unknown, and I assume full responsibility for my participation; and,

I understand that the risk of becoming exposed to or infected by COVID-19 at the school may result from the actions, omissions, or negligence of myself and others, including, but not limited to, school employees, enrolled children, and their families, visitors and volunteers.

I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to my child(ren) or myself (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I or my child(ren) may experience or incur in connection with my child(ren)'s attendance at the school or participation in school programming ("Claims").

On my behalf, and on behalf of my children, I hereby release, covenant not to sue, discharge, and hold harmless the school, its employees, owners, agents, and representatives, of and from the Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto.

I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of the school, its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation in any school program activities.

**This is to certify that I, as parent/guardian, with legal responsibility for this participant, have read and explained the provisions in this waiver/release to my child/ward including the risks of presence and participation and his/her personal responsibilities for adhering to the rules and regulations for protection against communicable diseases.**

**I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, AND I FULLY UNDERSTAND ITS TERMS.**

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Name of child(ren) / Participant(s)

Date(s) of birth

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Signature of Parent/Guardian

Date

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Print Name of Parent/Guardian

Printed name of school staff