



"Do it heartily as to the Lord." Col. 3:23

COVID-19 WAIVER AND RELEASE

ASSUMPTION OF THE RISK, RELEASE OF LIABILITY AND INDEMNITY AGREEMENT (Relating to COVID-19 and Other Injuries)

I, on behalf of myself individually, and as parent/guardian and also on behalf of Student and our respective estates, personal representatives, assigns, and heirs, voluntarily and knowingly enter into this Assumption of the Risk, Release of Liability and Indemnity Agreement ("Agreement"), agreeing to be bound thereby and the terms and conditions herein:

Novel coronavirus, SARS-CoV-2 ("COVID-19"), has been declared a worldwide pandemic by the World Health Organization. COVID-19 is 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.

Valley Christian Schools ("VCS") has put in place preventative measures in an effort to reduce the spread of COVID-19; however, VCS cannot guarantee that you, your Student, or household members will not become exposed to or infected with COVID-19. VCS has given families the option for all students to participate in classes and many other activities online or when permitted by state and local health officials, in person. Participating in person is entirely voluntary and optional, at the discretion of each family. However, attending and/or participating in any in person VCS activity could increase the risk of you, your spouse (if any) your Student, any other children, or any other household member ("Family") being exposed to and/or contracting COVID-19.

By signing this agreement, I acknowledge that I am voluntarily consenting to and electing for Student to be able to voluntarily and physically attend the VCS premises in person and/or participate in various in person VCS activities, which may include, but not be limited to, in person visits upon the VCS premises, school attendance (and all before, during, and after school activities related thereto), travel to or from or about campus, extra-curricular, co-curricular and/or athletic activities (and all activities related thereto) meetings, practice, training, conditioning, transportation, team sports, pick-up and drop off, clubs, any use of any VCS property, facilities or equipment, and any aspects or activities related to Student's or my (as a parent) in person, physical attendance upon the VCS premises or any VCS activity. ("Program"). I agree that this opportunity for Student to participate in the Program and/or any in-person VCS activities constitutes good and valuable consideration to support this Agreement. I further acknowledge and understand the contagious nature of COVID-19 and voluntarily assume the risk that my Family may be exposed to or infected by COVID-19 by any attendance and/or participation in the Program and that such exposure or infection may result in personal injury, illness, emotional distress, permanent disability, hospitalization and death. I understand and agree that Student's in person participation in the Program will place them in contact with others and is not mandated or required by VCS. I further agree, Student's participation in the Program is completely voluntary and that other alternatives exist for Student, including, but not limited to, continuing via remote or online participation, participating on a self-guided basis, or, where applicable, electing not to participate. I understand that the risk of becoming exposed to or infected by COVID-19 may result from the actions, omissions, or negligence of my Family and others, including, but not limited to, VCS employees, volunteers, other students, vendors, and their families.

I represent, warrant and agree: 1) I am the parent or legal guardian of the Student named herein with the full legal authority and capacity to enter into this Agreement; 2) I am voluntarily entering this Agreement and consenting to Student's in person participation in the Program and associated risks and I am aware of the dangers and risks associated with the Program and COVID-19; 3) Student shall comply with all VCS safety procedures and protocols as they exist or may be modified by VCS; and 4) Student shall not participate in the Program or visit the VCS campus or in-person VCS activities if he or she (i) experiences symptoms of COVID-19, including, without limitation, fever, cough, chills, shortness of breath or other symptoms as updated, (ii) has a suspected or diagnosed/confirmed case of COVID-19; (iii) has been in close contact with someone who has a suspected or diagnosed/confirmed case of COVID-19; or (iv) is required to quarantine pursuant to any federal, state, or local law, emergency health order, or directive.

Assumption of the Risk: I voluntarily agree to assume the risk of injury and accept sole responsibility for any injury to myself, Student, or Family related to COVID-19 or Student's in person participation in the Program or at any VCS activity. This specifically includes, but is not limited to, personal injury, disability, and death, illness, damage, medical expenses, lost wages or earnings, child care costs, compliance with quarantine requirements, property damage, emotional distress, liability, or other expense, of any kind, that I, Student, or my Family experience or incur in connection with Student's in person participation in the Program or any VCS activity ("Claims").

Release and Waiver of Claims: To the fullest extent permissible under the law, on behalf of myself, individually and Student and our estate, personal representatives, assigns, and heirs, I expressly hereby, release waive, covenant not to sue, and forever discharge, VCS, its affiliated entities, and their respective officers, directors, employees, agents, volunteers, insurers and representatives (collectively "Released Parties" and when referred to individually "Released Party") from any and all Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating, in any way, to Student's (or my) in person attendance upon the VCS premises or physical, in person participation in any Program or any activities related thereto. This specifically includes but is not limited to Claims of negligence and Claims relating in any way to COVID-19 exposure or contraction, alleged inadequate cleaning, disinfecting or safety precautions, transmission from another Released Party or student(s) or other person(s), alleged failure to follow policies, protocols, health guidelines, recommendations or emergency order from any federal, state, or local government, official or agency, or injuries relating to the use of any VCS property, equipment, facilities, or participation in the Program. I understand and agree that this release includes any Claims based on the potential or alleged actions, omissions, or negligence of the Released Parties or a Released Party. Provided however, this paragraph shall not apply with respect to the release of claims for willful misconduct or gross negligence against a Released Party.

Indemnification: Additionally, to the fullest extent permissible under the law, I also expressly agree to defend and indemnify all Released Parties from and against any and all liability, loss, cost, or expense (including attorney's fees and costs) for any Claims by, through, or on behalf of myself, Student, and/or any Family against any Released Parties alleged to have been caused, in whole or in part, arising from or relating in any way to Student's, my or my Families' in person attendance upon the VCS premises, participation in the Program or any in-person VCS activity, whether or not also arising from or related, in whole or in part, to any Released Party or Released Parties' alleged negligence or not. This indemnification clause shall not apply with respect to a Released Party for any Claims based upon that specific Released Party's intentional misconduct or other claims for which indemnification of a Released Party is prohibited under the law.

The clauses and portions and phrases thereof, in this Agreement are severable, if any clause, or portion or phrase thereof shall be found to be invalid or unenforceable, that shall not affect the validity of the other clauses or portions or phrases thereof which shall remain in full force and effect. This Agreement shall be construed and interpreted in accordance with California law.

Furthermore, an electronic, facsimile, or similar representation of a signature shall be regarded as an original signature to this Agreement. This Agreement may be executed and delivered by the exchange of electronic, facsimile or .PDF (or similar) copies of the signed Agreement, which facsimile or .PDF (or similar) copies shall be binding on the parties.

I HAVE CAREFULLY READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I AM GIVING UP LEGAL RIGHTS ON BEHALF OF MYSELF AND STUDENT BY SIGNING IT, INCLUDING, BUT NOT LIMITED TO, THE RIGHT TO PURUSE CERTAIN CLAIMS IN CASE OF ALLEGED DAMAGES FROM COVID-19 AND SIGN IT FREELY AND VOLUNTARILY.

I agree to the above on behalf of myself, individually and on behalf of Student