

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 reported to be extremely contagious. The state of medical knowledge is evolving, but the virus is believed to spread from person-to-person contact and/or by contact with contaminated surfaces and objects, and even possibly in the air. People reportedly can be infected and show no symptoms and therefore spread the disease. The exact methods of spread and contraction are unknown, and there is no known treatment, cure, or vaccine for COVID-19. Evidence has shown that COVID-19 can cause serious and potentially life-threatening illness and even death.

Geneva Children's Center ("GCC") cannot prevent a child or you from becoming exposed to, contracting, or spreading COVID-19 while participating in GCC activities, using GCC services, or being present on GCC premises. It is not possible to prevent the presence of the disease. Therefore, if you choose to utilize GCC's services and/or enter onto GCC's premises you may be exposing yourself, your child, and others to and/or increasing the risk of contracting or spreading COVID-19.

ASSUMPTION OF RISK: I have read and understood the above warning concerning COVID-19. I hereby choose to accept the risk of contracting COVID-19 for myself and my children in order to utilize GCC's services and enter GCC's premises. These services are of such value to me and/or my children that I accept the risk of being exposed to, contracting, and/or spreading COVID-19 in order to use GCC's services and premises.

WAIVER OF LAWSUIT/LIABILITY: I, for myself and for my children, hereby forever release and waive any right to bring any suit against GCC, its owners, officers, directors, managers, officials, trustees, agents, employees, or other representatives and agree to hold same harmless in connection with any exposure, infection, and/or spread of COVID-19 that may in any way arise from or relate to the use of GCC's services and/or my presence or my child's presence on GCC premises. I understand that this waiver means I give up my right and my child's right to bring any claims including for personal injuries, death, disease or property losses, or any other loss, including but not limited to claims of negligence and give up any claim I may have to seek damages, whether known or unknown, foreseen or unforeseen.

CHOICE OF LAW: I understand and agree that the law of the State of California will apply to this contract.

I HAVE CAREFULLY READ AND FULLY UNDERSTAND ALL PROVISIONS OF THIS RELEASE, AND FREELY AND KNOWINGLY ASSUME THE RISK AND WAIVE MY RIGHTS CONCERNING LIABILITY AS DESCRIBED ABOVE. BY SIGNING BELOW I ACKNOWLEDGE THAT I HAVE BEEN GIVEN SUFFICIENT TIME TO CONSIDER THE TERMS OF THIS AGREEMENT AND HAVE BEEN ADVISED TO SEEK THE ADVICE OF LEGAL COUNSEL AND THE ADVICE OF MY FAMILY PHYSICIAN AND/OR MY CHILD'S PEDIATRICIAN CONCERNING THE RISKS OF MY CHILD ATTENDING GCC AND ENGAGING IN GCC ACTIVITIES. HAVING HAD THE AFOREMENTIONED OPPORTUNITIES, I FREELY CHOOSE TO SIGN THIS AGREEMENT.

Child's Name: _____

Date: _____

I am the parent or legal guardian of the minor named above. I have the legal right to consent to and, by signing below, I hereby do consent to the terms and conditions of this Release. In signing below, I am signing both on behalf of the above-named minor and myself and am knowingly and voluntarily entering this waiver of liability.

Signature: _____

Date: _____

Name (printed): _____