



2020-2021 COVID-19 Waiver, Release of Liability and Indemnification

FOR PARENTS/LEGAL GUARDIANS OF TAKE STOCK IN CHILDREN STUDENTS:

The novel coronavirus disease, also referred to as “severe acute respiratory syndrome coronavirus 2,” “SARS-CoV-2,” COVID-19, and/or any mutation or variation thereof (collectively, “COVID-19”), is extremely contagious and is believed to spread mainly from person to person, through respiratory droplets produced when an infected person coughs, sneezes, or talks. These droplets can land in the mouths or noses of people who are nearby or possibly be inhaled into the lungs. Not all people who are infected with COVID-19 have symptoms and some infected people are unaware that they have COVID-19 and can spread the infection to others.

I, _____, (Name of Parent) certify, represent and warrant that I am the parent of _____ (Name of Child).

I, on behalf of myself and my child, understand and acknowledge that I and/or my child may be exposed to COVID-19 if I and/or my child engages in in-person Take Stock in Children mentoring activities, attends in-person events related to Take Stock in Children or visits a Take Stock in Children office. I, on behalf of myself and my child, further understand and acknowledge that participation in such in-person activities increases the risk that I and/or my child may become infected with or contract COVID-19 and that, as a result of the contagious nature of this disease, I and/or my child may then further spread the disease to family members, and/or others with whom I and/or my child has close contact. I **voluntarily assume the risk** that I and/or my child may be exposed to or infected with COVID-19 as a result of participation in in-person activities through Take Stock in Children; that such exposure or infection could result in personal injury, illness, permanent disability, and/or death; and that such exposure or infection may be caused by the **actions, omissions, or negligence** of myself, my child or others, including, but not limited to, Take Stock in Children representatives, staff, volunteers, students or others.

By signing this Waiver, Release of Liability and Indemnification, I, on behalf of myself and my child, agree to not participate or allow my child to participate, in any Take Stock in Children in-person activity or event if I and/or my child have been diagnosed with, tested positive for, demonstrated any symptoms of or have in any way been exposed to COVID-19 within the thirty (30)-day period prior to such in-person activity or event. In consideration for my and/or my child’s participation in any Take Stock in Children program, activity or event, I hereby irrevocably assume all risks in connection with my and/or my child’s participation in any Take Stock in Children, in-person, activity or event and irrevocably **waive, release, covenant not to sue, discharge, and hold harmless** Take Stock in Children, Inc., TSIC, Inc. d/b/a Take Stock in Children (“TSIC”), its affiliates and each of its and their respective officers, directors, representatives, staff, volunteers, students, mentors, licensees or others related to TSIC or participating in any Take Stock in Children in-person activity or event, as well as their successors and assigns (collectively, the “Released Parties”), from any and all liabilities, claims, actions, damages, costs or expenses (including, without limitation, attorney’s fees and other legal expenses) (collectively, “Claims”) of any kind arising out of, associated with or resulting from my and/or my child’s exposure to or infection with COVID-19, including, but not limited to, Claims based on the actions, omissions, or negligence of any of the Released Parties. I further agree to indemnify and hold harmless each of the Released Parties from all Claims of any third party arising out of or relating to my and/or my child’s exposure to or infection with COVID-19.

This Waiver, Release of Liability and Indemnification shall be governed by, construed and enforced in accordance with the internal laws of the State of Florida.

I, ON BEHALF OF MYSELF AND MY CHILD, ACCEPT AND AGREE TO ALL OF THE TERMS AND CONDITIONS OF THIS WAIVER, RELEASE OF LIABILITY AND INDEMNIFICATION.

Print Student Name

Print Parent(s)/Guardian Name

Date

Parent(s)/Guardian Signature