

WAIVER OF LIABILITY AND INDEMNITY AGREEMENT RE COVID-19

Client Name:

Child(ren) Participant Names: _____

The undersigned is executing this document in consideration for being permitted to utilize the services and programs of Essentia Duluth Heritage Center. (the "EDHC") and/or for my children listed above to so participate in the time of COVID-19.

The undersigned acknowledges that novel coronavirus ("COVID-19") infections have been confirmed throughout the United States, including Minnesota.

The undersigned hereby agrees, represents, and warrants that:

1. The undersigned shall not visit the facilities, of the EDHC within 14 days after (i) returning to this state from out of state (ii) exposure to any person returning from out-of-state, or (iii) exposure to any person who has a suspected or confirmed case of COVID-19.
2. Neither the undersigned nor such participating children shall visit or utilize the facilities, services, and programs of the EDHC if he or she (i) experiences symptoms of COVID-19, including, without limitation, fever, cough, or shortness of breath, or (ii) has a suspected or diagnosed/confirmed case of COVID-19.
3. The undersigned agrees to notify the EDHC immediately if he or she believes that any of the foregoing access/use restrictions may apply.

I acknowledge that the EDHC, in its sole discretion, has established and may further establish and/or modify certain guidelines and protocols for conduct of its clients at its facility and may open, close or reopen its facility at any time and from time to time. I also acknowledge that my conduct is also subject to all federal, state, and local guidelines and requirements and that my children (if applicable) and I will follow all such guidelines and requirements. I understand and agree that the EDHC is under no obligation to notify me of the establishment or modification of any of its guidelines and protocols or of any governmental guidelines or requirements. The undersigned fully understands and appreciates both the known and potential dangers of utilizing the facilities, services, and programs of the EDHC and acknowledges use thereof by the undersigned and/or such participating children (if applicable) may, despite the EDHC reasonable efforts to mitigate such dangers, result in exposure to COVID- 19, which could result in quarantine requirements, serious illness, disability, and/or death.

I am aware that if my children (if applicable) or I violate any of these or any other applicable protocols or guidelines, any of the above mentioned EDHC guidelines and protocols or governmental guidelines and requirements or any other safety precautions deemed appropriate to limit the exposure and spread of disease, my children (if applicable) and I may

be asked to leave the EDHC facilities and properties on a temporary or permanent basis. I understand that the EDHC has full and absolute discretion to interpret and enforce all those protocols and guidelines.

THE UNDERSIGNED, FOR MYSELF AND ON BEHALF OF SUCH PARTICIPATING CHILDREN, RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE the Director s, officers, employees, representatives volunteers and agents from all liability to the undersigned or such participating children and all personal representatives , assigns, heirs, and next of kin of the undersigned or such participating children for any loss or damage, and any claim or demands on account of any property damage or any injury to, or an illness or the death of: the undersigned or such participating children (or any person who may contract COVID- 19, directly or indirectly, from the undersigned or such participating children) relative to any exposure or potential exposure to COVID-19 or any other illness or injury, whether caused by the negligence, active of the EDHC or any of such persons or otherwise while the undersigned or such participating children (if applicable) is/ are in, upon , or about the premises or any facilities of EDHC or equipment therein or participating in any program affiliated with the EDHC. The undersigned fully understands the risks of the COVID-19 illness and pandemic and the risks involved in participating in activities at the EDHC' s facilities while COVID-19 is in existence.

I HAVE CAREFULLY READ AND VOLUNTARILY SIGN THIS DOCUMENT. I AM AWARE THAT BY AGREEING TO THIS DOCUMENT I AM GIVING UP VALUABLE LEGAL RIGHTS.

I ALSO UNDERSTAND THAT, IF APPLICABLE, THIS AGREEMENT IS MADE ON BEHALF OF MY MINOR CHILD(REN) AND I REPRESENT AND WARRANT TO THE EDHC THAT I HAVE FULL AUTHORITY TO SIGN AGREEMENT ON BEHALF OF SUCH MINOR(S).

This document is in addition to and does not cancel or terminate any previous waiver or release document I have signed for or with EDHC.

Client's Signature and Name
Date: _ _ _ _ _

The above agreements, acknowledgments and releases are also made on behalf of and apply to the above-mentioned child(ren).

Client's Signature and Name
Date: _ _ _ _ _