



Assumption of the Risk and 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 extremely 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.

LiMai Montessori schools has put in place preventative measures to reduce the spread of COVID-19; however, LiMai cannot guarantee that your child(ren) or you will not become infected with COVID-19. Further, attending LiMai and/or participating in LiMai's lunch program could increase your child(ren) or your risk of contracting COVID-19.

1. 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 LiMai and/or having meals served by LiMai, and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 at LiMai may result from the actions, omissions, or negligence of myself and others, including, but not limited to, LiMai employees, contractors, agents, representatives, directors, officers, shareholders, members, volunteers, and students and their families.
2. Knowing the risks described above, I voluntarily agree, personally and on behalf of my child(ren) named below, 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 LiMai, and/or participation at LiMai's lunch program if applicable ("Claims"). To the fullest extent allowed by applicable law, on behalf of my child(ren), myself, our heirs, executors, and administrators, I hereby waive and forever release, covenant not to sue, discharge, and hold harmless LiMai, its employees, contractors, agents, representatives, directors, officers, shareholders, members, volunteers of and from the Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto, both individually and jointly. I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of the LiMai, its employees, contractors, agents, representatives, directors, officers, shareholders, members, volunteers whether a COVID-19 infection occurs before, during, or after attendance at LiMai or participation at LiMai's lunch program.
3. I hereby agree to indemnify and hold LiMai and LiMai's employees, contractors, agents, representatives, directors, officers, shareholders, members, volunteers harmless from and against any present or future claim, cause of action, demand, judgment, loss or liability, including but not limited to, attorney's fees and cost, for injury or death to person, or loss or damage to property, which my child(ren) or I may be liable to any other person, related to my



child(ren)'s attendance at LiMai and/or participation at LiMai's Lunch Program, resulting from any cause whatsoever, and regardless of fault.

- 4. As parent or legal guardian of my child(ren), I agree that I will promptly notify LiMai if my child(ren) or any person living in the same household with my child(ren) (i) is subject to a Federal, State, or local quarantine or isolation order related to COVID-19; (ii) has been advised by a health care provider to self-quarantine related to COVID-19; or (iii) is experiencing COVID-19 symptoms. I also agree that I shall refrain from sending my child(ren) to LiMai while any of the foregoing situation is still in existence.
5. I agree that this Agreement shall be governed by the laws of the State of California, excluding it conflict of law principles. I further agree that any legal action or proceeding arising out or relating to this Agreement should be brought in the state of federal courts located within the County of Los Angeles, State of California.
6. I agree that this Agreement is intended to be as broad and inclusive as permitted by the applicable laws, and if any provision of this Agreement is held invalid by a court of competent jurisdiction, the rest of this Agreement shall continue in full force and effect.
7. I understand and agree that no oral or written representations can or will alter the contents of this Agreement unless signed by both me and LiMai in writing.
8. I acknowledge and represent that I have read this entire Agreement, that I understand all its terms and provisions, that I understand it affects and will affect my legal rights and those of my child(ren), that this is a binding agreement, that before I sign this Agreement, I have been afforded an opportunity to seek independent legal representation if I choose to, that I have signed this Agreement knowingly and voluntarily.

Print Name of Child(ren): _____

Print Name of Parent/Guardian Signature of Parent or Guardian Date

Name of Witness Signature of Witness Date