

Chabad Hebrew School of Long Island City
HEALTH RISK ACKNOWLEDGEMENT WAIVER & RELEASE

This waiver is stating that you are agreeing to send your child to CHSLIC on your own free will and understand the potential risk involved with your child being in our facility.

On March 7, 2020, New York Governor Andrew Cuomo declared a disaster emergency for New York relating to the COVID- 19 outbreak. On March 11, 2020, the World Health Organization declared the COVID- 19 outbreak a global pandemic. On March 13, 2020, President Donald Trump declared the COVID- 19 outbreak a national health emergency.

Given the severity of the COVID- 19 pandemic, and in anticipation of my child's return to the care of CHSLIC, JCC-Chabad of West Queens, the CHSLIC care provider ("Facility"), I hereby make the following waiver, release and other representations and covenants set forth herein, on behalf of myself, my child, and in favor of this facility.

Acceptance of Risk: Release: and Indemnification

I understand that there is a risk associated with my child's return to care at Facility, including but not limited to, increased social contact and interaction with Facility employees and other children that may lead to exposure to COVID-19 leading to severe illness and/or death. To help reduce the spread of COVID- 19 and to protect Facility employees and other children, Facility requires all children and parents to adhere to all safety and health guidelines for the prevention of COVID- 19. All persons should engage in frequent hand washing using soap and water for at least twenty seconds (or, if soap is not available, use an alcohol- based hand sanitizer), sanitize surfaces and objects that are frequently used, and abide by the guidelines listed in the Facility's Re-opening handbook, a copy of which I acknowledge I have received and reviewed prior to my child returning to the Facility.

Notwithstanding the foregoing, I understand that the re-opening and guidelines the Facility will follow do not completely eliminate my child's risk of exposure to COVID- 19 and, should my child experience any COVID-19 related symptoms (such as fever, cough, body aches, or shortness of breath or difficulty breathing, chills, sore throat, new loss of taste or smell), I shall keep my child home, not bring my child to the Facility, and follow the advice of my healthcare provider, clinic, or hospital. In such cases, I will immediately alert the Facility of such symptoms. I agree to provide the Facility with documentation from my healthcare provider, clinic or hospital demonstrating my child may safely return to the Facility.

Assumption of Risks - Regardless of any steps taken by Facility to reduce the risks associated with the COVID- 19 pandemic, I am fully aware that there are a number of risks associated with my child's care at Facility during the COVID- 19 pandemic, including without limitation, being exposed to and contracting COVID- 19 from other individuals, surfaces and/or airborne particles. On behalf of myself and my child, and our heirs, successors, and assigns, I knowingly and freely, assume all such risks, both known and unknown, relating to my child's care at Facility arising from or relating to COVID- 19.

Indemnification, Release and Hold Harmless - I hereby forever release, indemnify, waive, relinquish, and discharge Facility, along with Facility's shareholders, officers, directors, members, managers, officials, partners, trustees, agents, contractors, employees, affiliates, or other representatives, and their successors and assigns (collectively, the "Facility Representatives"), from any and all claims, demands, liabilities, rights, damages, expenses, and causes of action of whatever kind or nature, whether incurred by me, my child or any third party, and other losses of any kind, whether known or unknown, foreseen or unforeseen, (collectively, "Damages") arising from or relating to COVID- 19 as a result of my child's care at Facility, and including but not limited to claims based on the alleged negligence of any Facility Representative or any other person. I further promise not to sue Facility or any Facility Representative for any illness, injury, death or other Damages arising out of or related to COVID- 19 and agree to indemnify and hold them harmless from any and all Damages resulting therefrom as a result of my child's care at Facility.

Severability - If any provision of this Waiver and Release of Liability is declared invalid, the remaining provisions remain enforceable.

Acknowledgement of Understanding - I understand that this is a legal agreement that is binding upon myself and my heirs, executors, administrators, successors and assigns. I have read and understand the terms of this Agreement.

Signature of Parent/Guardian

Date

Print name of Parent/Guardian

Name of Child(ren)