

**Assumption of the Risk and Liability Waiver**

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, local governments and health agencies recommend social distancing and have, in many locations, prohibited the congregation of groups of people.

The Taguhi Summer Day Camp and the Lark Musical Society (together “LARK”) have created and put in place new preventative measures to reduce the spread of COVID-19. However, Taguhi Summer Day Camp and LARK cannot guarantee that you or your child(ren) will not become infected with COVID-19. Further, attending any program may increase your child(ren)’s risk of contracting COVID-19.

.....

I understand that while Taguhi Summer Day Camp and LARK has undertaken reasonable steps to lessen the risk of transmission of COVID-19 in connection with attending the Taguhi Summer Day Camp and other LARK programs, Taguhi Summer Day Camp and LARK is not responsible in any manner for any risks related to COVID-19 in connection with the attending Taguhi Summer Day Camp and other LARK programs. I understand that the World Health Organization has classified the COVID-19 outbreak as a pandemic. I further understand that COVID-19 is a highly contagious and dangerous disease, and that contact with the virus that causes COVID-19 may result in significant personal injury or death. I am fully aware that attending Taguhi Summer Day Camp and other LARK program (including any related travel) carries with it certain inherent risks related to COVID-19 transmission (“Inherent Risks”) that cannot be eliminated regardless of the care taken to avoid such risks. Inherent Risks may include, but are not limited to, (1) the risk of coming into close contact with individuals or objects that may be carrying COVID-19; (2) the risk of transmitting or contacting COVID-19, directly or indirectly, to or from other individuals; and (3) injuries and complications ranging in severity from minor to catastrophic, including death, resulting directly or indirectly from COVID-19 or the treatment thereof. Further, I understand that the risks of COVID-19 are not fully understood, and that contact with, or transmission of, COVID-19 may result in risks including but not limited to loss, personal injury, sickness, death, damage, and expense, the exact nature of which are not currently ascertainable, and all of which are to be considered Inherent Risks.

I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to my child(ren), myself, or members of my household 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) or members of my household may experience or incur in connection with my child(ren)’s attendance at the Taguhi Summer Day Camp and LARK programs.

I hereby voluntarily accept and assume all risk of loss, personal injury, sickness, death, damage, and expense arising from such Inherent Risks. On my behalf, and on behalf of my child(ren) and members of my household, I hereby release, covenant not to sue, discharge, and hold harmless the Lark Musical Society, its employees, agents, and representatives, of and from any and all claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto as a result of my child(ren)’s attendance at the Taguhi Summer Day Camp and LARK programs. I understand and agree that this release includes any claims based on the actions, omissions, or negligence of LARK, its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation in any LARK program.

This COVID-19 Assumption of Risk, Release, and Waiver of Liability Agreement (“Agreement”) shall be binding on my heirs, executors, administrators, successors, and assigns. I expressly agree that this Agreement is intended to be as broad and inclusive as is permitted by applicable laws, and that if any

portion of this Agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect. This Agreement contains the entire understanding of the parties relating to the subject matter, and shall not be altered, modified, amended, waived or supplemented in any manner whatsoever except by a written agreement signed by both parties hereto or their duly authorized representatives. This Agreement may be executed, made and delivered electronically.

To the maximum extent permitted by applicable law, I (a) covenant and agree not to elect a trial by jury with respect to any issue arising out of this Agreement or the services that is triable of right by a jury, and (b) waive any right to trial by jury with respect to such issue to the extent that any such right exists now or in the future. This waiver of right to trial by jury is given knowingly and voluntarily.

I voluntarily seek the services provided by the Taguhi Summer Day Camp and the Lark Musical Society and acknowledge that I am increasing my child(ren)'s, family's, and my personal risk to exposure to the Coronavirus/COVID-19. Prior to attending camp, I acknowledge that I must comply with all set procedures to reduce the spread while attending my appointment.

I attest that:

- My child(ren) and I are not experiencing any symptom of illness such as cough, shortness of breath or difficulty breathing, fever, chills, repeated shaking with chills, muscle pain, headache, sore throat, or new loss of taste or smell.
- My child(ren) and I have not traveled internationally within the last 14 days.
- My child(ren) and I have not traveled to a highly impacted area within the United States of America in the last 14 days.
- I do not believe I have been exposed to someone with a suspected and/or confirmed case of the Coronavirus/COVID-19.
- I have not been diagnosed with Coronavirus/Covid-19 and not yet cleared as non-contagious by state or local public health authorities.
- I am following all CDC recommended guidelines as much as possible and limiting my exposure to the Coronavirus/COVID-19.

---

**I have read and understood this Agreement and enter into it voluntarily in consideration of the opportunity to participate in the Taguhi Summer Day Camp and other LARK programs. I acknowledge I am giving up legal rights and/or remedies which may be available to me.**

---

Signature

Date

---

Printed Name