



COVID-19 Liability Waiver 2022 - 2023 School Year

Assumption of Risk and Waiver of Liability Relating to COVID-19

By attending or participating in, or by arranging for any individual's attendance at or participation in any of the CCPC programs, including, but not limited to, CCPC Nursery School, CCPC After-School Program, CCPC Summer Camp, CCPC sponsored events, etal conducted by CCPC and other affiliated entities and in consideration thereof; by paying tuition and/ or participating in said events and in consideration thereof, I/We agree, understand, and acknowledge, on my/our own behalf and on behalf of any individual who attends any CCPC programs and/or events or who accompanies me/us to a program and/or event including without limitation any minor child/ward listed above, as follows:

Assumption of Risk: I/We acknowledge that an inherent risk of exposure to the disease COVID-19 and any strains, variants, or mutations thereof and SARS-CoV-2 ("collectively, "Covid-19"), and any other communicable or infectious disease, exists in any public place where people are present. Covid-19 is an extremely contagious communicable disease that can lead to severe illness and death. No precautions can eliminate the risk of exposure to Covid-19, and the risk of exposure applies to everyone. I/We acknowledge that the risk of exposure to Covid-19 and any other communicable or infectious disease includes the risk that I/We will expose others that I/We later encounter, even if I/We am not experiencing or displaying any symptoms of illness. By participation in CCPC programs and/or other events by our family members and/ or others, I/We agree to voluntarily assume any and all risks in any way related to exposure to Covid-19 and any other communicable or infectious disease, including illness, injury, or death of any family member and/or accompanying individual(s) and including without limitation, all risks based on the sole, joint, active or passive negligence of any of the members of the CCPC programs, including but not limited to Chevy Chase Presbyterian Church, its pastors, employees, contractors and governing bodies and members of the governing bodies (collectively, "Released Parties). I/We acknowledge that my family's and/or accompanying individual(s) participation/attendance is entirely voluntary.

Waiver: I/We and on behalf of my heirs, executors, personal representatives, administrators, and assigns, agree to forever waive, covenant not to sue, release, and discharge the CCPC programs, its staff, the Chevy Chase Presbyterian Church, its pastors, employees and governing bodies including their members (collectively, "Released Parties") from any and all Claims, arising out of or in any way relating to exposure to Covid-19 and any other communicable or infectious disease during the participation/attendance in any CCPC programs, events, etal. This waiver of liability and the assumption of risk set forth above is intended to be as broad and inclusive as is permitted by law.

Indemnification/Insurance: I/We and on behalf of my heirs, executors, personal representatives, administrators, and assigns, I/We agree to indemnify and hold each of the Released Parties harmless from and against any and all Claims made or incurred by anyone, including our family and any individual who participates/attends CCPC programs and/or events or accompanies us and arising out of any and all risks described above in the section titled Assumption of Risk or in any other way related to exposure to Covid-19 and any other communicable or infectious disease, wherever such activities may occur and whether suffered before, during, or after such participation. My indemnification obligations shall include, without limitation, all attorneys' fees and costs incurred by any of the Released Parties through and including any appeals. I/We understand and agree that I/We am not relying on the Released Parties to have arranged for, or carry, any insurance of any kind for my/our benefit relative to participation/attendance at any CCPC programs and/or events.

Released Parties: The Released Parties include, but is not limited to, CCPC Nursery School; CCPC After-School Program; CCPC Summer Camp; Chevy Chase Presbyterian Church and their respective parents, subsidiaries, and other affiliates or related entities, and all directors, officers, teachers, governing entities and members, pastors, employees, members, agents, contractors, sub-contractors, representatives, successors, assigns, insurers, and volunteers of each of the foregoing entities.

Governing Law: This Covid-19 and Other Communicable/Infectious Disease Waiver shall be governed by the laws of the District of Columbia.

Severability/Partial invalidity: If any provision or part thereof of this Covid-19 and Other Communicable/Infectious Disease Waiver is held to be invalid, void, or unenforceable by a court of competent jurisdiction, such provision or part thereof shall be deemed modified to conform to applicable law, or if this would cause an illogical or unreasonable result, such provision or part thereof shall be stricken from this Covid-19 and Other Communicable/Infectious Disease Waiver, without affecting the binding force or effect of any other part or provision.

By signing below, I/We certify that I/We fully and completely read and understand this Covid-19 and Other Communicable/ Infectious Disease Waiver; I/We are 18 years of age or older; and I/We consent and agree to all of the foregoing; as well as all statements herein are true and accurate.

Name_____

Email_____

Signature_____Date_____