



THE WOODLANDS
CHRISTIAN
ACADEMY

Assumption of Risk and Wavier of Liability Relating to COVID-19 and Other Activities

In consideration of (print name of child) _____ being permitted to participate The Woodlands Christian Academy's Warrior Strength & Conditioning Camp, related events and activities, and use of the equipment, facilities and services, I, as parent or guardian for the above child, agree as follows:

The novel coronavirus, Coronavirus Disease 2019 (COVID-19), which causes respiratory illness in people, 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 discouraged the congregation of large groups of people.

After careful consideration, The Woodlands Christian Academy (the "School") has decided to resume its Warrior Strength & Conditioning Camp beginning on June 1, 2020.

Your enrolled child(ren) is/are welcome to join us. However, please know that this is a family decision that should be made after careful assessment of the risks, current conditions in our community, and other factors you deem relevant and important. You acknowledge and understand that the circumstances regarding COVID-19 are changing from day to day and that accordingly, CDC guidance is regularly modified and updated, and you accept full responsibility for familiarizing yourself with the most recent updates, as well as the changing conditions in our community, and all state and local orders. The decision whether to send and continue to send your child(ren) to the camp is entirely voluntary on your part.

As the School resumes on-site operations, the School has put in place preventative measures to reduce the spread of COVID-19. The School is taking certain safety precautions including measures such as conducting regular screenings, directing children and staff to regularly wash hands and practice healthy hygiene, practice social distancing and regularly disinfecting areas of the School. More information about the School's precautions were provided to you upon registration.

You are aware of and fully understand that the School cannot guarantee, even with the steps we are taking, that you or your child(ren) will not be exposed with COVID-19. Therefore, if you choose to bring your child(ren) to the School's camp, you acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that you and your child(ren) could be exposed or infected by COVID-19 by attending the School's camp, and participating in various camp activities, such as but not limited to games and activities with other children, the sharing of supplies, belongings, and equipment, and sports, and that such exposure or infection may result in personal injury, illness, permanent disability, or death. You further acknowledge that the risk of becoming exposed to or infected by COVID-19 at School could result from the actions, omissions,

or negligence of yourself and others, including, but not limited to, other students and their families, School employees, volunteers, or other third parties.

You understand and acknowledge that you must not drop off any child that is experiencing any symptoms associated with COVID-19, including but not limited to fever, sore throat, shortness of breath, chills, muscle pain, new loss of taste or smell, gastrointestinal symptoms (like nausea, vomiting, or diarrhea), and cough. In addition, if your child is experiencing any symptoms once dropped off, you will be contacted to come and pick them up.

You further understand that because of the nature of the activities within the camp program, there is a possibility of personal or bodily injury, serious injury, disability, and death. These activities include but are not limited to outdoor activities, field sports, strength and equipment activities, and running. You are aware of and fully understand the potential risks involved in connection with the camp program and activities, which may include but are not limited to rashes, bug bites, and fractured bones, and agree to allow your child(ren) to participate in the program and activities.

You also represent and warrant, that your child(ren) has no medical condition (physical or mental) which would or could impact on the School allowing your child(ren) to participate in the camp and that your child(ren) is physically able to participate in the camp.

BY CHOOSING TO BRING YOUR CHILD(REN) TO THE WOODLANDS CHRISTIAN ACADEMY'S WARRIOR STRENGTH & CONDITIONING CAMP, YOU, JOINTLY AND SEVERALLY, FOR YOURSELF(ES), YOUR CHILD(REN) AND ALL OF YOUR AND YOUR CHILD(REN)'S RESPECTIVE GUARDIANS, HEIRS, EXECUTORS, PERSONAL AND LEGAL REPRESENTATIVES, ESTATES, BENEFICIARIES, ADMINISTRATORS, SUCCESSORS AND ASSIGNS (ALL OF THE FOREGOING, COLLECTIVELY THE "RELEASORS"), DO HEREBY WAIVE, RELEASE AND FOREVER DISCHARGE, AND PROMISE NOT TO SUE THE WOODLANDS CHRISTIAN ACADEMY, AND ITS OFFICERS, DIRECTORS, TRUSTEES, SHAREHOLDERS, OWNERS, MANAGERS, PARTNERS, EMPLOYEES, STAFF, VOLUNTEERS, SUPERVISORS, AND ALL OF ITS RESPECTIVE SUCCESSORS AND ASSIGNS, AS WELL AS ANY PERSON OR ENTITY ACTING BY, THROUGH, UNDER OR IN CONCERT WITH ANY OF THE FOREGOING PERSONS OR ENTITIES (THE SCHOOL AND ALL PERSONS AND ENTITIES RELEASED HEREIN ARE SOMETIMES COLLECTIVELY REFERRED TO AS THE "RELEASED PARTIES"), OF AND FROM ANY AND ALL LIABILITY AND/OR CLAIMS, CAUSES OF ACTION, SUITS, DAMAGES, DISPUTES, INJURY, ILLNESS, DISABILITY, DEATH, COSTS AND EXPENSES, AND DEMANDS OF ANY NATURE WHATSOEVER, KNOWN OR UNKNOWN, SUSPECTED OR UNSUSPECTED, AT LAW OR IN EQUITY, VESTED OR CONTINGENT, AGAINST ANY OR ALL OF THE RELEASED PARTIES WHICH YOU, YOUR CHILD(REN) AND ANY OF THE RELEASORS HAS, HAD, OR MAY HAVE AGAINST ANY OR ALL OF THE RELEASED PARTIES BY REASON OF PARTICIPATION IN CAMP ACTIVITIES OR BEING EXPOSED TO OR INFECTED BY COVID-19 AS A RESULT OF CHOOSING TO BRING YOUR CHILD(REN) TO THE SCHOOL'S CAMP. THIS ASSUMPTION OF RISK AND WAIVER DOES NOT APPLY TO THE WILLFUL MISCONDUCT OF THE RELEASED PARTIES. THE RELEASORS

HEREBY KNOWINGLY AND VOLUNTARILY WAIVE, TO THE FULLEST EXTENT PERMITTED BY LAW, THE BENEFITS OF ANY STATUTE, LAW, RULE, OR COMMON LAW WHICH MAY LIMIT THE SCOPE OF THIS ASSUMPTION OF RISK AND WAIVER.

If any part of this Assumption of Risk and Waiver, or if the whole Assumption of Risk and Waiver is found to be invalid, unenforceable, or void, for any reason, then the Releasors acknowledge and agree that the Released Parties' entire liability to the Releasors or any other person shall never, under any circumstances, be more than any applicable insurance limits, even if one or more of the Released Parties was negligent or grossly negligent. In addition, the Releasors acknowledge that none of the Released Parties shall ever be liable to any person for special, incidental, consequential, or punitive damages or for any indirect damages such as, but not limited to, exemplary damages or lost earnings, lost revenues or loss of consortium, or companionship (even if the Released Parties have been advised of the possibility of such damages) whether based upon statute, contract, tort, negligence, strict liability, or otherwise.

By signing below you acknowledge that you have received the opportunity (and been strongly encouraged) to review this Assumption of Risk and Waiver with an attorney, that you have carefully read and fully understand the contents of this Assumption of Risk and Waiver, that you are giving up substantive legal rights (both your child(ren)'s and your own, as well as the rights of all other Releasors), have asked and received answers to all questions you may have, and that you have not been induced to sign this Assumption of Risk and Waiver by any promise or representation and sign it freely and voluntarily, intending and agreeing to be fully bound by the terms hereof. Further, the parties agree and understand that a photocopy of the signed waiver or an electronically signed waiver is an acceptable substitute for the original and holds the same force and effect as wet ink signature.

In witness whereof, the undersigned, intending to be legally bound, have executed this Assumption of Risk and Waiver this ___ day of _____, 2020.

Name of Parent/Guardian: _____

Signature of Parent/Guardian: _____

Name of Parent/Guardian: _____

Signature of Parent/Guardian: _____