



COVID-19 RELEASE Assumption Of Risk, Release And Waiver Of Liability

IN CONSIDERATION for being permitted to utilize the facilities, services, and programs of Crittenton Services for Children and Families (the “NONPROFIT”) for any purpose, including, but not limited to observation or use of facilities or equipment, volunteerism or participation in any program affiliated with the NONPROFIT in any location, the undersigned, on behalf of their self and such participating minor children and any personal representatives, heirs, and next of kin (hereinafter referred to as “the undersigned”) hereby acknowledges, agrees and represents that there is widespread, ongoing transmission of novel coronavirus (“COVID-19”) worldwide, including throughout Southern California.

1. The undersigned hereby agrees, represents, and warrants that they shall NOT visit or utilize the facilities, services, and programs of the NONPROFIT (other than any exclusively online services and programs) if they currently are:
 - *Experiencing symptoms of COVID-19, including, without limitation, fever, cough or shortness of breath, or other identified symptoms as currently defined by local, state, or federal Public Health*
 - *Have a suspected or diagnosed/confirmed case of COVID-19.*

The undersigned agrees to notify the NONPROFIT immediately if they believe that any of the foregoing access/use restrictions may apply.

2. The NONPROFIT has taken certain steps to implement COVID-19 Risk Mitigation Guidance for slowing the transmission of COVID-19, including, without limitation, the access/use restrictions set forth above, enhanced cleaning and disinfecting protocols, and physical distancing measures. The COVID-19 pandemic is a challenging and fluid situation, and COVID-19 Risk Mitigation Guidance may change frequently. The undersigned acknowledges and agrees that the NONPROFIT may revise its procedures at any time based on updated COVID-19 Risk Mitigation Guidance and further agrees to comply with the NONPROFIT’s revised procedures prior to utilizing the facilities, services, and programs of the NONPROFIT.
3. The undersigned fully understands and appreciates both the known and potential dangers of utilizing the facilities, services, and programs of the NONPROFIT and acknowledges that use thereof by the undersigned and/or such participating minor children may, despite the NONPROFIT’s reasonable efforts to mitigate such dangers, result in exposure to COVID-19, which could result in quarantine and/or isolation requirements, serious illness, disability, and/or death.

THE UNDERSIGNED HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE the NONPROFIT, its directors, officers, employees, volunteers, mentors, and agents (hereinafter referred to as “Releasees”) from all liability to the undersigned and all personal representatives, assigns, heirs, and next of kin of the undersigned or such participating minor children for any loss or damage, and any claim or demands on account of any property damage or any injury to, or an illness or the death of, the undersigned or such participating minors children (or any person who may contract COVID-19, directly or indirectly, from the undersigned or such participating minor children) whether caused by the negligence, active or passive, of the Releasees or otherwise while the undersigned or such participating minor children are in, upon, or about the premises or any facilities or equipment therein or participating in any program affiliated with the NONPROFIT.

The undersigned expressly and knowingly waives all rights under California Civil Code Section 1542, which provides: “A general release does not extend to claims that the creditor or releasing party does not



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know or suspect to exist in their favor at the time of executing the release and that, if known by them, would have materially affected their settlement with the debtor or released party.”

THE UNDERSIGNED HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the Releasees, and each of them, from any loss, liability, damages or costs they may incur, whether caused by the negligence, active or passive, of the Releasees or otherwise while the undersigned or any participating minor child is in, upon, or about the premises or any facilities or equipment therein or participating in any program affiliated with the NONPROFIT. The undersigned understands and agrees that the NONPROFIT is not required to provide insurance to cover the undersigned or such participating minor children in the event they suffer illness, injury, death, property loss, theft or damage of any sort upon, or about the premises or any facilities or equipment therein or participating in any program affiliated with the NONPROFIT.

THE UNDERSIGNED further expressly agrees that the foregoing ASSUMPTION OF RISK, RELEASE AND WAIVER OF LIABILITY, AND INDEMNITY AGREEMENT is intended to be as broad and inclusive as is permitted by the law of the State of California and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

I have carefully read and voluntarily sign this assumption of risk, release and waiver of liability, and indemnity agreement and further agree that no oral representations, statements or inducement apart from the foregoing written agreement have been made. I am aware that by agreeing to this agreement i am giving up valuable legal rights, including the right to recover damages from the nonprofit in case of illness, injury, death or property loss or damage, including, for the avoidance of doubt and without limitation, exposure to Covid-19 at any nonprofit facility or program and any illness, injury or death resulting therefrom. I understand that this document is a promise not to sue and a release of and indemnification for all claims.

If signing on behalf of minor: I also understand that this agreement is made on behalf of my minor child(ren) and/or legal wards and I represent and warrant to the nonprofit that I have full authority to sign this agreement on behalf of such minor(s).

I have read and understand the terms of this Assumption of Risk, Release and Waiver of Liability, and Indemnity Agreement and agree to its terms.

Participant Signature: _____ Date: _____

Participant Printed Name: _____

Parent/Guardian Signature: _____ Date: _____

Parent/Guardian Name: _____

Crittenton Representative Signature: _____ Date: _____

Crittenton Representative Printed Name: _____