

## **FCS PARENT NOTICE AND RELEASE**

Faith Christian School ("FCS") is hereby providing notice to me/us that it intends to open its educational and school program for the 2020-21 school year. I/we understand that FCS cannot protect my child/student and/or me from risks related to coronavirus (COVID-19) or other biological agents, virus, or similar bacteriological agents (all of which are referred to herein as "coronavirus (COVID-19) which may be encountered as a result of my child attending FCS. I/we realize there are natural, mechanical, and environmental conditions and hazards which independently or in combination with any activities engaged in while participating in this program may result in the exposure to certain risks related to exposure to coronavirus (COVID-19), and the risk of being quarantined, or illness that may result in medical care, hospitalization or death.

I/we hereby state that I, on behalf of my child/student and myself, am an adult, over the age of 18, and legally competent to sign this form. I/we understand these inherent risks and dangers involved with participation in the school providing its educational program and acknowledge the existence of coronavirus (COVID-19) related risks which are not obvious or predictable, and hereby intend this release to extend to injury or loss which results from both obvious or predictable coronavirus (COVID-19) risks, as well as coronavirus (COVID-19) risks that are unpredictable and not obvious and to extend to myself and my child/student, as applicable.

In consideration of myself and my/our child/student participating in Faith Christian School's educational and school program, I/we, on behalf of myself and my legal representatives, heirs and assigns, hereby release, waive, and forever discharge Faith Christian School, its officers, directors, employees, agents, and representatives from any and all liability for any and all loss or damage, and any claim or damages resulting therefrom, on account of any injury, illness or exposure to and/or contracting the coronavirus (COVID19) by me or my/our child/student's attendance at and participation in Faith Christian School's educational program, including any medical expenses, injury and/or death.

I/we agree to indemnify Faith Christian School, its officers, directors, employees, agents, and representatives from any coronavirus (COVID-19) loss, liability, damage, or cost that may be incurred due to my child/student's participation in the aforementioned program, whether caused by the negligence of Faith Christian School, or any of its employees, volunteers, students, or otherwise. I fully understand, on my own behalf and on behalf of my child/student the coronavirus (COVID-19) risks associated with the aforementioned participation and assume any coronavirus (COVID-19) related risk associated therewith.

This notice, release and indemnity agreement contains the entire agreement between and among the parties hereto, and the terms of this release are contractual and not a mere recital.

The parties to this agreement hereby agree that the interpretation and enforceability of this release shall be governed by the laws of the State of California.

I /we expressly agree that this release, waiver, and indemnity agreement is intended to be as broad and inclusive as it relates to the coronavirus (COVID-19) as permitted by applicable laws, 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/we understand that by signing this agreement I am giving up on behalf of my child/student and myself certain legal rights and remedies related to the coronavirus (COVID-19) including the right for my child/student and/or myself to recover damages in the event of death, personal and/or bodily injury of any kind, property loss or damage, expenses of any nature whatsoever including attorney's fees, and other losses that my student(s) or that I may sustain related to exposure to the coronavirus (COVID-19) in association with me or my/our child/student's participation in the Faith Christian School's educational program.

**I/WE HAVE CAREFULLY READ THE FOREGOING RELEASE AND KNOW AND UNDERSTAND THE CONTENTS THEREOF. I/WE SIGN THIS RELEASE VOLUNTARILY AS MY OWN FREE ACT WITH FULL KNOWLEDGE OF ITS SIGNIFICANCE, INTENDING TO BE LEGALLY BOUND THEREBY.**

Parent/Guardian\_\_\_\_\_

Date\_\_\_\_\_

Parent/Guardian\_\_\_\_\_

Date\_\_\_\_\_