

## WAIVER AND RELEASE

I/we, \_\_\_\_\_, the parent(s)/guardian(s) of \_\_\_\_\_, agree to allow my child to participate in activities and programs at Woodland Presbyterian School (hereinafter “Woodland”), and in consideration for the opportunity for my child to participate in Woodland’s programs and activities for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

1. Release of Liability. I hereby forever release Woodland, its trustees, officers, employees, staff and agents of any kind thereof (hereinafter collectively the “Released Parties”), from any and all liability, loss, damage or expense related to the COVID-19 pandemic arising from or out of my child’s participation in any activities or programs at Woodland including, without limitation all costs, damages, claims or assertions of any kind or nature with respect to which I or my family, my estate, my heirs, my successors or my assigns might have or could or might have against the Released Parties.

2. Release of Liability—Third Parties. I hereby forever release Woodland and the Released Parties from any and all liability, loss, damage or expense related to the COVID-19 pandemic, including, but not limited to, bodily injury or illness to myself or my child, including death, caused by any acts or omissions of any kind or character whatsoever of any third parties related to, or connected in any way with the Woodland, including without limitation any costs, damages, claims or assertions of any kind with respect to which I, my child or my family, estate, heirs, successors or assigns may claim against the Released Parties.

3. Assumption of Risk. I understand and hereby acknowledge, independently of any advice or representation made by Woodland, that participation in activities or programs at Woodland during the COVID-19 pandemic presents certain risks beyond Woodland’s control, and which may exist regardless of whether Woodland controls or attempts to control such risks and even if Woodland exercises the utmost care in trying to prevent anyone from getting injured or sick. I am permitting my child to participate in activities and programs at Woodland with this understanding and hereby knowingly and voluntarily assume all risks of injury, illness, death or damage related to COVID-19 which may arise as a result of my child participating in activities or programs at Woodland. My child’s attendance and participation in in programs and activities at Woodland is voluntary, and I understand and hereby acknowledge that I may choose to not have my child attend Woodland, or I may discontinue my child’s attendance at Woodland at any time in light of the risks I am assuming hereunder.

4. Woodland’s Rules and Regulations. I acknowledge and agree that Woodland and its board members, officers, faculty, staff or agents as Woodland deems necessary, shall have the authority to establish rules and regulations regarding my child attending and/or participating in activities at Woodland. Specifically, Woodland can disallow my child’s attendance or participation in activities at Woodland if it is determined that my child has symptoms of COVID-19. To that end, I agree to permit Woodland to take my child’s temperature upon arrival at Woodland and at any other time that my child is at a Woodland facility. I further agree to monitor my child’s temperature and condition before allowing her to participate in any activities at Woodland or sponsored by Woodland and agree that I will not allow him/her to participate in any Woodland activity if my child is showing any sign of illness. I agree that my child and I will follow and be bound by the rules and regulations contained in this paragraph and all other Woodland rules and regulations.

5. Insurance. I understand and hereby acknowledge that Woodland has no insurance that will pay for, or reimburse me for, any expenses of any kind which I may incur for treatment of illness or injuries

sustained while participating in any programs at Woodland. I hereby assume all responsibility for any such expenses.

6. Governing Law and Severability. I agree that this Waiver and Release shall be construed in accordance with the laws of the State of Tennessee. The terms and provisions of this Waiver and Release shall be severable, such that if a court determines any term of this agreement to be illegal, unenforceable or in conflict with applicable law governing this Waiver and Release, the validity of the remaining portions shall not be affected thereby.

7. Representations. (i) I am an adult and I am the parent/guardian of \_\_\_\_\_; (ii) I have the legal capacity to execute and to be legally bound by this agreement with Woodland and waive certain of my legal rights as provided herein; and (iii) **I have read each paragraph and fully understand the terms and conditions of this Waiver and Release and have been provided with the opportunity to discuss it with anyone of my choosing, including a lawyer.**

Print Full Name of Parent/Legal Guardian \_\_\_\_\_

Signature of Parent/Legal Guardian: \_\_\_\_\_ Date: \_\_\_\_\_

Print Full Name of Parent/Legal Guardian \_\_\_\_\_

Signature of Parent/Legal Guardian: \_\_\_\_\_ Date: \_\_\_\_\_