

Miami

COUNTRY DAY SCHOOL

SUMMER PROGRAM

PARTICIPATION RELEASE AND WAIVER

AND

CONSENT TO DAILY TEMPERATURE CHECKS

In CONSIDERATION of (print name of Participant on this line) _____ (the "Participant") being allowed to participate in the Miami Country Day School, Inc. (the "School") Summer Program (the "Program(s)") and understanding and acknowledging that the School is a non-profit educational institution, I/we, the parent(s) and/or legal guardian(s) of the Participant, jointly and severally, and intending to legally bind ourselves and the Participant (collectively the "Releasors"), do hereby waive, release and discharge, and promise not to sue, the School, and its officers, directors, trustees, employees, staff, volunteers, and supervisors and their successors and assigns (collectively the "Released Parties") from any and all liability and/or claims, suits, damages, injury, disability, death, costs and expenses (collectively the "Claims") relating to, associated with, or arising from the Program(s).

I/We are aware that the novel coronavirus, known as Coronavirus Disease 2019 (COVID-19), which causes respiratory illness in people, has spread globally, including the United States. COVID-19 is **extremely contagious**. The World Health Organization has declared COVID-19 to be a worldwide pandemic. While I/we understand that the School will follow federal, state and local standards of conduct and has put in place reasonable preventative measures to reduce the spread of COVID-19 at the School's Summer Program(s), I/we acknowledge that due to the nature of COVID-19 and its prevalence, the School cannot guarantee that I/we or Participant will not become exposed to or infected with COVID-19. Further, I/we understand that Participant's attendance at the Program(s) – as a group activity – could increase my/our risk, my/our households' risk, and Participant's risk of contracting COVID-19 and my/our release, waiver, discharge and promise not to sue the Released Parties extends all Claims associated with COVID-19.

Release/Waiver: My/Our release, waiver, discharge and promise not to sue the Released Parties extends to all Claims, whether arising before, during or after Participant's participation in the Program(s), whether described in this Waiver and Release or not, and whether caused by the sole or joint negligence, gross negligence, or tortious act or omission of the Released Parties, or any of them, or any third party. I/We understand that this Release and Waiver extends to the Released Parties own negligence, including, without limitation, their own negligent action and/or inaction in regard to protection against the COVID-19 virus. However, this Release 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 Release and Waiver.

This Release and Waiver does not release and is not intended to release any claims Releasers may have against any person and/or party other than the Released Parties.

If any part of this Release and Waiver, or if the whole Release and Waiver is found to be invalid, unenforceable, or void, for any reason, then the Releasers acknowledge and agree that the Released Parties' entire liability to the Releasers 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 Releasers 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.

Risks: I/We am/are aware that depending on the Program(s) Participant is participating in, different risks may be present. Participation in the School's Program(s) includes, but is not limited to, classroom activities, playground time, and physical and sports activities (both indoor and outdoor), activities in/on the water (including swimming pool and the river).

I/We am/are aware that there is the risk that an accident or unanticipated event may occur that results in Participant's illness, emotional injury or physical injury, such as infections or contraction of an infection (such as fungal), contractions of disease or virus (such as Zika, Lyme disease, or COVID-19), sprained or twisted joints, bruises, scrapes, cuts, lacerations, puncture wounds, bone fractures, injuries sustained from falls or from fellow Participants'/visitors' acts or omissions, injuries sustained as a result of a failure to warn Participant, brain injury, concussion, paralysis, and death.

I/We am/are aware that participation in any of the Program(s) can include exposure to natural elements that can be uncomfortable and/or harmful and may result in serious injury or death. I/We am/are aware that this exposure could cause severe sunburn, dehydration, heat stroke and heat exhaustion. I/We understand that weather conditions may be extreme and change rapidly without warning (including storms, tornadoes, high winds and lightning). I/We am/are aware that exposure to insects, reptiles and spiders, and poisonous plants can likewise be uncomfortable or harmful and that this exposure may result in insect bites or stings, or bites or stings from mammals, reptiles, other animals, or other fauna.

If Participant is participating in water activities, in addition to the risks described above, I/we understand and agree that the risk of participation in water activities is inherently dangerous and Participant may be exposed to dangers and hazards resulting in serious injury or death, including, without limitation, as a result of the malfunction of the pool equipment, tripping or falling over obstacles in the pool area, collision between swimmers and/or divers, lack of Participant's swimming capabilities or fitness, unpredictable river currents or flows, electrocution, drowning, and collision with watercraft or watercraft equipment (such as kayaks, paddleboards, canoes and the use of related equipment, such as oars).

I/We understand and agree that participation in Program(s) involving physical and sports activities can include physical contact between players which could cause harm or the spread of COVID-19, as well as the use of equipment, failure of equipment, variation in terrain (such as

holes, depressions, loose gravel, rocks, and so on) any and all of which may result in serious accidents, strenuous physical exertion, exposure to outside elements, and numerous other exposures to risk of injury or illness. The risk of injury or illness (including, without limitation, during attendance at the Program(s) and participation in games, practice, and training) is significant, including, without limitation, risk of permanent paralysis, concussion, other serious physical or mental impairment, and death.

I/We 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 I/we accept full responsibility for familiarizing myself/ourselves with the most recent updates, as well as the changing conditions in my/our community, and all state and local orders.

Our Obligation/Acknowledgment: I/We understand and acknowledge that I/we must not drop off Participant if Participant is experiencing any symptoms of illness, including without limitation, those associated with COVID-19, such as 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 Participant is experiencing any symptoms of illness once dropped off, the School will contact me/us to come and pick them up.

I/We understand and acknowledge that the decision whether to send and continue to send Participant to any Program is entirely voluntary on my/our part. I/We agree that Participant and I/we must assess all risks involved in participation in the Program(s) and make our choice whether to participate in spite of those risks. I/We understand that reasonable precautions are taken to ensure that the Program(s) and activities are conducted by qualified personnel in a safe and responsible manner. However, in spite of such reasonable precautions, I/We understand that no amount of instruction, precaution, equipment, personal discipline, or supervision will totally eliminate all risk of injury or death.

By signing this Release and Waiver, I/we acknowledge and agree that: (1) I/we are aware of and understand fully the risk to the Participant personally and to the Participant's property, which may result in Participant's serious or permanent bodily injury or death, and I/we understand that the risk to the Participant can be a consequence not only of the Participant's acts or omissions, but also of the actions or negligence of the School (including staff, employees, volunteers, agents, representatives or any other of the Released Parties), other participating Participants or adults, independent contractors or third parties, or transportation and equipment; (2) I/we are responsible for requesting any additional information I/we need to determine whether the Participant will participate in the Program(s); and (3) the School's staff has been available to answer questions about the nature and demands of the Program(s).

I/We understand that the above description of the inherent risks of the Program(s) is not complete and that other unknown or unanticipated risks may result in the Participant's injury or death. I/We agree that the Participant's participation in the Program(s) is purely voluntary. I/We agree that if Participant does not feel capable or competent, then Participant will refrain from the activity. By choosing to send Participant to the Program(s), each of the Releasors are aware of and assume full, sole, and complete responsibility for ALL RISKS, inherent and otherwise, known and unknown, whether or not described in this Participation Release and Waiver,

including, without limitation, risks of, slip, trip, and fall, physical or psychological injury, pain, suffering, concussion, illness, disfigurement, temporary or permanent disability (including paralysis), economic or emotional loss, death, and/or property damage resulting from, in connection with, or in any way related to, Participant's participation in the Program(s).

I/We acknowledge that I/we have read and discussed with each other this Participation Release and Waiver and the Program(s), including, without limitation, the inherent risks of the Program(s), and the Participant understands the activities and risks and, with our consent, voluntarily chooses to participate in the Program(s).

I/We represent and warrant to the Released Parties, that Participant has no medical condition (physical or mental) which would or could impact on the Released Parties allowing Participant to participate in the Program(s) and that the Participant is physically able to participate in the Program(s).

CONSENT TO DAILY TEMPERATURE TESTING

Before the Participant will be allowed to participate in summer camp each day, I/We acknowledge that the School will require all students to undergo daily temperature checks with a touchless thermometer. Students with a fever of 100.4 or higher will not be permitted to enter the School and should seek medical attention.

I/We further understand and acknowledge that, if temperature logs are maintained, they will be confidentially maintained, except that information may be provided to appropriate officials/administrators of the Summer Camp/School who have a need to know this information.

By signing below I/we acknowledge that I/we have received the opportunity (and been strongly encouraged) to review this Participation Release and Waiver with an attorney, that I/we have carefully read and fully understand the contents of this Participation Release and Waiver, that I/we are giving up substantive legal rights (both Participant's and our own, and any other person living in our household, as well as the rights of all other Releasors), and that I/we have not been induced to sign this Participation Release and Wavier by any promise or representation and sign it freely and voluntarily, intending and agreeing to be fully bound by the terms hereof.

IN WITNESS WHEREOF, the undersigned, intending to be legally bound, have executed this Release and Waiver this _____ day of _____, 2020.

By: _____
Parent/Guardian: Signature

By: _____
Parent/Guardian: Print Name

By: _____
Parent/Guardian: Signature

By: _____
Parent/Guardian: Print Name