

WAIVER AND RELEASE OF LIABILITY FOR COVID-19
(Parents and Guardians)

As a parent or guardian of a prospective student at Temple Beth David (“Beth David”), I would like to enroll my child(ren) in the Beth David Preschool (the “Preschool”), notwithstanding the current novel coronavirus (“Covid-19”) outbreak, and any federal, state, county, or local laws, rules, regulations, ordinances and guidance concerning Covid-19.

I understand that Covid-19 is extremely contagious. In this regard, I also understand that the Preschool has put in place certain preventative measures that are designed to reduce the spread of COVID-19; however, the Preschool cannot guarantee that I, my child(ren) and other family members will not become infected with COVID-19. Further, I have been informed that attending or visiting Beth David or the Preschool could increase my risk as well as the risk of my child(ren) and other family members of contracting COVID-19. By signing this Waiver and Release of Liability for Covid-19 (the “Waiver and Release of Liability”), I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that I, my child(ren) and other family members may be exposed to or infected by COVID-19 by attending or visiting Beth David and the Preschool and that such exposure or infection may result in, among other things, physical illness or injury, mental illness or injury, temporary or permanent disability, or death. I understand that the risk of becoming exposed to or infected by COVID-19 at Beth David or the Preschool may result from the actions, omissions, or negligence of myself and others, including, but not limited to, the Preschool, Beth David and their respective affiliates, managers, officers, directors, board members, employees, agents, representatives, volunteers, school participants, successors and assigns. I freely acknowledge and realize the risks of leaving home to be at Beth David and the Preschool, and I fully assume and accept all known and unknown risks of such activity on behalf of myself, my child(ren) and other family members.

In consideration of the enrollment of my child(ren) in the Preschool, I hereby, for myself, my child(ren), family members, heirs, executors, administrators, successors, assigns, and personal representatives, knowingly and voluntarily enter into this Waiver and Release of Liability and hereby waive any and all rights, claims, or causes of action of any kind whatsoever related to Covid-19, and do hereby release and forever discharge Beth David, the Preschool, and their respective affiliates, managers, officers, directors, board members, employees, agents, representatives, volunteers, school participants, successors and assigns (collectively “Temple Releasees”), from any physical, mental or psychological injury that I, my child(ren) and family members may suffer as a direct or indirect result of enrolling in the Preschool or attending the Preschool. This release shall specifically include, but not be limited to, any claims that I, my child(ren) or family members contracted Covid-19 at Beth David or the Preschool or due to any act or omission by any Temple Releasees.

I understand that the CDC has guidelines for safety for members of the public. I certify that I have reviewed these guidelines on the CDC’s [website](#), and that:

- I have no symptoms of Covid-19 and have not in the past 14 days;
- None of the individuals residing with me have had any symptoms of Covid-19 in the past 14 days; and
- I have not come into contact with anyone I know who has tested positive for Covid-19, or who has symptoms of Covid-19 and is awaiting a test or a test result.

In addition, while on Beth David’s or the Preschool’s premises, I agree to:

- Wear a face mask, bandana, scarf, shield or similar face covering at all times while within 6 feet of other people or in any Beth David or Preschool restroom;
- Stay at least six (6) feet away from any other person (other than my child(ren) or family members) while at Beth David or the Preschool;
- Use hand sanitizer and/or wash my hands before and after entering Beth David or the Preschool, and before and after using any Beth David or Preschool facility or restroom;
- Notify Beth David if I, my child(ren) or family members have Covid-19 symptoms that per CDC guidelines require [self- quarantine](#) and/or test positive for Covid-19, within 14

days of being at Beth David or the Preschool;

- Waive any privacy rights I, my child(ren) and family members may have with regard to our health information and Covid-19 status, so that Beth David and the Preschool may inform others (including other Beth David or Preschool members and employees) of our identity should one or more of us needs to [self-quarantine per CDC guidelines](#) and/or test positive for Covid-19; and
- Authorize the use or disclosure of my health information, my child(ren)'s health information and my family's health information as described above for the purpose listed.

I understand that it is my sole responsibility to ensure that the physical condition of myself, my child(ren) and family members is suitable for the risks encountered at Beth David and the Preschool. I recognize that Beth David and the Preschool have agreed to allow me to enroll my child(ren) in the Preschool on the condition that I sign this Waiver and Release of Liability, and I agree to be bound by its terms.

I agree to indemnify and hold harmless Beth David and the Preschool against any and all claims, suits or actions of any kind whatsoever for liability, damages, compensation or otherwise brought by me, my child(ren) or family members or anyone on their behalf.

I acknowledge that I have carefully read this Waiver and Release of Liability and fully understand that it is a release of liability. I, my child(ren) and family members expressly agree to release and discharge Beth David and the Preschool from any and all claims or causes of action and I, my child(ren) and family members agree to voluntarily give up or waive any right that I or they otherwise may have to bring a legal action against Beth David or the Preschool for any injury or damage.

In the event that any provision contained within this Waiver and Release of Liability shall be deemed to be severable or invalid, unlawful, or otherwise unenforceable, the remainder shall remain in full force and effect, so long as the clause severed does not affect the intent of the parties. If a court should find that any provision of this Waiver and Release of Liability is invalid or unenforceable, then that provision shall be deemed to be written, construed and enforced as so limited.

I am over the age of 18 and fully competent to sign this Waiver and Release of Liability. I understand and agree that this Waiver and Release of Liability is intended to be as broad and inclusive as permitted by the laws of the State of California. I certify that I have read this Waiver and Release of Liability, that I fully understand its content and voluntarily sign it. I agree that no oral representations, statements, or other inducements to sign have been made apart from what is written on this form.

This Waiver and Release of Liability shall remain on file and effective as of the date I have signed it below.

SIGNATURE (1): _____

PRINT NAME (1): _____

SIGNATURE (2): _____

PRINT NAME (2): _____

DATE (1): _____

DATE (2): _____