

WAIVER AND RELEASE OF LIABILITY BY PARENTS

On March 10, 2020, Colorado Governor Jared Polis declared a disaster emergency for Colorado relating to the COVID-19 outbreak, on March 11, 2020, the World Health Organization declared the COVID-19 outbreak a global pandemic and on March 13, 2020, President Donald Trump declared the COVID-19 outbreak a national health emergency. Given the severity of the COVID-19 pandemic, and in anticipation of my child's return to the care of Guiding Hearts Inc. DBA Hearts in Hand Child Development Center ], a child care provider ("**Facility**"), I hereby make the following waiver, release and other representations and covenants set forth herein, on behalf of my child, and in favor of Facility.

Acceptance of Risk; Release; Indemnification. The safety and security of the children in its care remains a top priority of Facility. Although the risk of exposure to COVID-19 across Colorado is reported to be steadily decreasing, I understand that there is still significant risk associated with my child's return to care at Facility, including but not limited to, increased social contact and interaction with Facility employees and other children. To help reduce the spread of COVID-19 and to protect Facility employees and other children, Facility encourages all children and parents to adhere to all safety and health guidelines for the prevention of COVID-19, including those issued by the Colorado Department of Public Health and Environment, the Occupational Safety and Health Administration and the Centers for Disease Control and Prevention. All persons should engage in frequent hand washing using soap and water for at least twenty seconds (or, if soap is not available, use an alcohol-based hand sanitizer), sanitize surfaces and objects frequently used, wear personal protective equipment such as face masks and gloves, and follow any and all other preventive measures recommended by applicable authorities. Notwithstanding the foregoing, I understand that the above guidelines do not completely eliminate my child's risk of exposure to COVID-19 and, should my child experience any COVID-19 related symptoms (such as fever, cough, body aches, or shortness of breath), I am advised to keep my child home, not to bring my child to the Facility, and follow the advice of my healthcare provider, clinic, or hospital. In such case, I will immediately alert Facility of such symptoms.

Regardless of any steps taken by Facility to reduce the risks associated with the COVID-19 pandemic, I am fully aware that there are a number of risks associated with my child's care at Facility during the COVID-19 pandemic, including without limitation, being exposed to and contracting COVID-19 from other individuals, surfaces and/or airborne particles. I understand that my child's contracting of COVID-19 could result in serious medical symptoms requiring medical treatment in a hospital or even death. On behalf of myself and my child, and our heirs, successors, and assigns, I knowingly and freely, assume all such risks, both known and unknown, relating to my child's care at Facility arising from or relating to COVID-19, including all illnesses, injuries, damages or death arising therefrom, and I hereby forever release, waive, relinquish, and discharge Facility, along with Facility's shareholders, officers, directors, members, managers, officials, partners, trustees, agents, contractors, employees, affiliates, or other representatives, and their successors and assigns (collectively, the "**Facility Representatives**"), from any and all claims, demands, liabilities, rights, damages, expenses, and causes of action of whatever kind or nature, and other losses of any kind, whether known or unknown, foreseen or unforeseen, (collectively, "**Damages**") arising from or relating to COVID-19 as a result of my child's care at Facility, and including but not limited to claims based on the alleged negligence of any Facility Representative or any other person. I further promise not to sue Facility or any Facility Representative for any illness, injury, death or other Damages arising out of or related to COVID-19 and agree to indemnify and hold them harmless from any and all Damages resulting therefrom as a result of my child's care at Facility.

If any provision of this Waiver and Release of Liability is declared invalid, the remaining provisions remain enforceable. I may seek advice from legal counsel before signing this Waiver and Release of Liability. By signing this Waiver and Release of Liability, I acknowledge that either I have sought the advice of legal counsel or wish to waive the opportunity to seek the advice of counsel before signing.

**READ CAREFULLY -- BY SIGNING THIS DOCUMENT YOU MAY GIVE UP IMPORTANT LEGAL RIGHTS.**

PRINT NAME OF PARENT \_\_\_\_\_  
Last First MI

PRINT NAME OF CHILD \_\_\_\_\_  
Last First MI

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_