

# LIABILITY WAIVER AND RELEASE

## COVID-19

BY SIGNING THIS DOCUMENT YOU WILL WAIVE LEGAL RIGHTS INCLUDING THE RIGHT TO SUE STARLIGHT MONTESSORI PRESCHOOL, INC. AND OTHER ATTENDING FAMILIES FOR INJURIES OR DAMAGES RELATED TO COVID-19 / CORONAVIRUS.

1. Acknowledgment of Conditions. Certain conditions exist with respect to the COVID-19 / Coronavirus pandemic; related government-mandated orders, closures, and regulations; risks associated with the transmission and exposure of the COVID-19 / SARS-CoV-2 virus ("COVID-19"); and the lack of reliable means of preventing transmission of COVID-19 (collectively referred to as the "Conditions"). These Conditions include without limitation:
  - a. COVID-19 is known to be transmissible without any symptoms manifesting in an individual infected with the virus, is able to survive on physical surfaces for extended periods, and may result in severe physical injuries to an infected individual, including permanent injury and death;
  - b. There is no known cure or vaccination for COVID-19, no 100% accurate measure for testing an individual's infection status or history of infection, and the means of testing for COVID-19 remain limited and not freely available;
  - c. Personal protective equipment and cleaning supplies that may assist in preventing the transmission of COVID-19 are in short supply and not widely readily attainable via retail outlets, potentially preventing care facilities from acquiring all possible materials intended to affect all practicable means of preventing transmission of COVID-19; and,
  - d. Transmission of COVID-19 is facilitated by physical contact with a surface where COVID-19 is present, contact with an infected individual, or being in close proximity to an infected individual via aerosolized respiratory exhalations (such as sneezing or coughing). There is no consensus regarding the exact distance that aerosolized COVID-19 can travel.

By signing this Liability Waiver and Release ("Release"), you expressly acknowledge these Conditions and attendant factual circumstances related to the COVID-19 pandemic, and how the Conditions may impact services rendered for your child's care as provided herein.

2. Assumption of Risk. With knowledge of the foregoing Conditions and the associated risks to the health and safety of you, your child, your family, and any other person in your residence, place of work, or community, you seek Starlight Montessori Preschool, Inc. ("Starlight") to provide childcare services for your child as provided in the Tuition and Admission Agreement. By your child's attendance at Starlight, you expressly acknowledge that there are inherent, unavoidable risks associated with your child's