

attendance in, at, or around the day care facility, and you assume any and all risks to the health and safety of your child, your family members, and any other person with whom you have or will have contact regarding the Circumstances and risks associated with COVID-19. You agree to hold harmless and release Starlight, its owners, members, managers, shareholders, officers, employees, agents, and care providers ("Indemnitees"), and indemnify each of them from and against any and all injury, loss, claim, cause of action, lawsuit, damage, liability, cost, or expense whatsoever incurred in connection with COVID-19 transmission and your child's attendance at Starlight.

3. Waiver. I agree that neither I nor any member of my family will sue any Indemnitee because of any COVID-19-related injuries, losses, or damages suffered in connection with my child's attendance at Starlight, and I understand that this Release shall be binding upon my estate, my heirs, next of kin, executors, administrators, representatives, successors and assigns. I specifically waive any claim or right to assert any cause of action or alleged case of action or claim or demand related to Starlight and the Conditions which has, through oversight or error, intentionally or unintentionally, or through a mutual mistake, been omitted from this Release.
4. Third Party Beneficiaries. By signing this Release, you further agree to release and hold harmless, in accordance with the provisions of Paragraphs 2 and 3, above, all other families whose children attend Starlight, and their individual members including their children. You further acknowledge that all other families attending Starlight are required, as further consideration, to execute this Release and thereby release you from any similar liability, claims, causes of actions, or damages associated with COVID-19, the Conditions, and childcare provided by Starlight.
5. Covenants Regarding You Child's Care at Starlight. By signing this Release, you agree to undertake all practicable measures to prevent the transmission of COVID-19 while your child is not on the Starlight premises, including without limitation:
  - a. Keeping your child home and promptly notifying Starlight when your child or any individual in your home presents any symptoms associated with COVID-19 including persistent coughing, fever, lethargy, chills, muscle pain, sore throat, loss of smell or taste, shortness of breath, or difficulty breathing;
  - b. Encouraging your child to wash their hands regularly, including before and after eating, after using the restroom, after touching their face, sneezing, or interacting with bodily fluids;
  - c. Teaching your child to cough or sneeze into their elbow and to subsequently undertake proper disinfection procedures;
  - d. Maintaining all social distancing measures required by State, County, and Local mandates. This includes prohibition of any "play dates" wherein close physical contact is likely; and,
  - e. Maintaining all methods of COVID-19 prevention recommended by the Centers for