



屋崙中華文化院

SHOONG FAMILY CHINESE
CULTURAL CENTER

Return to On-Site Instruction COVID-19 Waiver

Student's Name (English): _____ Chinese Name: _____

Student's Class: _____

Parent/Guardian #1 Name (English): _____

Parent/Guardian #2 Name (English): _____

Assumption of Risk

Student is permitted on-site access during times when Student is participating in on-site instruction ("Permitted Access") at the Shoong Family Chinese Cultural Center (the "Center"). Parent acknowledges that Parent has reviewed the most recent directives from the Center for Disease Control (CDC), the California Department of Public Health, and Alameda County Department of Public Health. Student will practice social distancing and wear appropriate personal protective equipment (PPE) at all times while exercising Permitted Access. The Center cannot prevent your child from exposure to, contracting, or spreading COVID-19 or other disease/illness in granting Permitted Access. By choosing to request and exercise this Permitted Access, you may be exposing your child to COVID-19 or other disease/illness and increasing your child's risk of contracting or spreading COVID-19 or other disease/illness.

I have read and understood the above warning concerning COVID-19 or other disease/illness. I and my child, and our respective heirs, executors, administrators, successors, transferees, assigns, agents and attorneys, hereby choose to accept the risk of my child contracting COVID-19 or other disease / illness in order for my child to receive or exercise the Permitted Access. The Permitted Access is of such value to me and my child that I and my child, and our respective heirs, executors, administrators, successors, transferees, assigns, agents and attorneys, accept the risk of my child being exposed to, contracting, and/or spreading COVID-19 or other disease / illness in order to utilize the Permitted Access.

I and my child understand that my child's exercise or use of Permitted Access is strictly voluntary. I and my child also understand the Center may elect to terminate my child's Permitted Access at any time, with or without reason, in its sole and absolute discretion.

Waiver

I and my child hereby forever release and waive my right and the right of my child, and the rights of our respective heirs, executors, administrators, successors, transferees, assigns,



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agents and attorneys, to bring suit against the Center and its trustees, officers, directors, managers, officials, agents, employees, or other representatives in connection with exposure, infection, and/or spread of COVID-19 or other disease/illness related to my child utilizing the Permitted Access. I understand that this waiver means I and my child, and our respective heirs, executors, administrators, successors, transferees , assigns, agents and attorneys, give up the right to bring any claims including for personal injuries, death, disease or property losses, or any other loss, including but not limited to claims of negligence, and give up any claim I, my child, and our respective heirs, executors, administrators, successors, transferees, assigns, agents and attorneys may have to seek damages, whether known or unknown, foreseen or unforeseen, related to COVID-19 or other disease/illness and my child utilizing the Permitted Access. I and my child hereby waive all rights we may have under California Civil Code Section 1542, which provides: “A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party”.

Hold-Harmless

To the fullest extent permitted by California law, Parent and Student, and our respective heirs, executors, administrators, successors, transferees, assigns, agents and attorneys, shall indemnify, defend, and hold free and harmless the Center, its officers, consultants, employees, volunteers and trustees from any actions, assessments, counts, citations, claims, costs, damages, demands, judgments, liabilities, (legal, administrative or otherwise), losses, notices, expenses, fines, penalties, proceedings, responsibilities , violations, reasonable attorney's and consultants' fees and causes of action to property or persons, including personal injury and/or death, that directly or indirectly arises out of or relates to COVID-19, any other disease/illness, and/or my child's receipt or exercise of the Permitted Access.

Signature

I am the parent or legal guardian of the Student named herein. I have the legal right to consent on behalf of myself and my child, to and, by signing below, I hereby do consent to the terms and conditions of this Waiver and bind both myself and my child, as well as our respective heirs, executors, administrators, successors, transferees, assigns, agents and attorneys.

Parent/Guardian #1 Signature: _____ Date: _____

Parent/Guardian #2 Signature: _____ Date: _____