



Village Gate Children's Academy Coronavirus/COVID-19 Waiver,
Release and Indemnification of All Claims, and Assumption of Risks

NOTICE: This is a legally binding agreement. Read this document carefully and in its entirety.

Village Gate Children's Academy and the undersigned acknowledge that the Coronavirus/COVID-19 pandemic is unprecedented. Village Gate is following the most current guidelines issued by Federal, State and local authorities and require everyone participating in our Program to be respectful of others by complying to ensure the general safety and wellbeing of all. We are all in this together and we appreciate your commitment to your health and that of the community.

Participating Family Commitment

As a participant in Village Gate's In-Person Program and in an effort to contribute to the health and well-being of members of our school community, I/we commit to the following safety measures, while outside of the Program's schedule for as long as Coronavirus/Covid-19 continues to be a viable threat to the health and well-being of each other:

- Continue to respect and practice healthy & safety guidelines as they evolve.
- Continue to wear a face mask while out in public or within 6 feet of others, if you are not vaccinated.
- Maintain transparency and honesty about our exposure to Coronavirus/COVID-19.
 - o I/we agree to communicate with the school immediately if any member of our household tests positive for COVID-19, comes in contact with anyone who is positive for COVID-19, travels internationally and/or is ill with symptoms that resemble the COVID-19 symptoms.

Coronavirus / COVID-19 Disclaimer & Acknowledgment of Risk

Coronavirus/COVID-19 and its variants are an extremely contagious virus that spreads easily through person-to-person contact. Village Gate in no way warrants that Coronavirus/COVID-19 infection will not occur through participation in our Program. I/We hereby acknowledge and agree that participating in Village Gate's program comes with this inherent risk.

Waiver, Release, Indemnification & Covenant Not to Sue

By signing this Agreement, you give up your right and any named minor's right to bring a court action to recover compensation or obtain any other remedy for any exposure to Coronavirus/COVID-19, however caused arising out of your and/or any named minor's participation at Village Gate, now or any time in the future.

This Agreement is signed by the undersigned in his/her/their individual capacity as well as in the undersigned's legal capacity as the lawful custodial parent or legal guardian on behalf of any minor(s) whose name(s) are written below ("Minor(s)").

In consideration of being enrolled to participate in the Program, I/we and the Minor(s) on behalf of ourselves and our respective heirs, representatives, executors, administrators, and assigns, agree and hereby release Village Gate Children's Academy and their respective officers,



directors, members, employees, volunteers, agents, representatives and insurers (“Releasees”) from any causes of action, claims, or demands of any nature whatsoever.

By participating in our Programs, I/we and the Minor(s) agree to indemnify and hold harmless from any and all causes of action, claims, demands, losses, or costs of any nature whatsoever arising out of or in any way related to the participation in the Program.

I/we hereby certify that I/we have full knowledge of the nature and extent of the risks inherent in participation in the Program and that I/we and the Minor(s) voluntarily assume said risks and that by signing this Agreement I/we and the Minor(s) hereby release of all liability.

I/we further certify that I/we understand that due to the risks and uncertainties of Coronavirus / COVID-19 that some parts or all of the Program may be cancelled, postponed or otherwise altered due to the threat of infection or actual infection, other causes or governmental laws, regulations or orders.

We also understand that if the program must close in-person and return to online learning for any of the above- mentioned reasons, all fees and payments are non-refundable.

I/we further certify that I/we am at least 18 years old, and therefore of lawful age and otherwise legally competent to sign this agreement, and that I/we have legal capacity to act as the parent or guardian of the Minor(s). I/we further understand that the terms of this Agreement are legally binding and certify that I/we am/are signing this Agreement after having carefully read and understood it.

I/we also understand and agree that if we do not uphold the agreements set forth in this agreement, that we may be disenrolled from the school and still be accountable to for the full extent of our contract.

IN WITNESS WHEREOF, this Agreement is signed on:

Date: _____

Legal Names of Minors: _____

Legal Name/Legal Guardian: _____

Signature: _____