



**exceptional kids**  
organization

## **Release and Waiver of Liability Agreement and COVID 19 Risk Acknowledgement for Activities, and Special Events**

**Please Read Carefully. This is a Release of Liability and Assumption of Risk.**

**OFFICIAL RULES AND DISCLAIMER:** In consideration for the opportunity to participate in any and all of The Exceptional Kids Organization, herein known as EKO, activities, including volunteering and attending as a guest I agree as follows for myself, my child, my Conservatee and anyone who participates and/or attends any EKO event with me. **This Release and Waiver of Liability must be signed by all attendees and is valid as of: Today's Date \_\_\_\_\_**

1. I, the undersigned, \_\_\_\_\_ am the individual or the parent/legal guardian/conservator of \_\_\_\_\_ who is participating in the EKO Activities. By signing this Release of Liability and Assumption of Risk, I certify that I am the adult with legal responsibility for this participant and freely enter into this agreement on his/her behalf.
2. I hereby waive and release, for myself, my child, my Conservatee and any heirs, executors and administrators, any and all rights, claims, liabilities costs, injuries, damages and causes of action whatsoever I may have against EKO and its respective officers, directors, volunteers and agents relating to or arising from my/our participation in the Activities, including but not limited to personal injury. **Initial Here \_\_\_\_\_**
3. I recognize the Activities have inherent risks of injury and I hereby knowingly and freely assume that risk, on behalf of myself and my child or Conservatee. If I or my child or Conservatee causes injury to any person or damage to any property while participating in the Activities, I hereby indemnify and hold harmless EKO from and against any and all claims, suits, actions, losses, damages and expenses related to or arising from such injury or damage. **Initial Here \_\_\_\_\_**
4. I certify that I have read and hereby waive on behalf of myself and my child/Conservatee who participate in any EKO Activities of the following provision of Section 1542 of the California Civil Code which states:  
  
"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." **Initial Here \_\_\_\_\_**
5. **Photo Release:** I hereby give my consent on behalf of myself and my child/Conservatee to EKO and its affiliates to use our names and photographs, video and film ("Photos") of us before, during or after the Activities in advertising and promotional materials for EKO, including but not limited to the Internet, without compensation. I agree that no advertising or other material need be submitted to us for approval. I agree that all Photos of us used by EKO and its affiliates are owned by EKO and they may copyright material containing same. I hereby release, discharge, and agree to save harmless EKO and its affiliates from any liability, including, without limitation, any claims for libel or invasion of publicity/privacy, by virtue of any use of mine or my child's/Conservatees name and/or Photos, including, any alteration of such Photos, whether intentional or otherwise. **Initial Here \_\_\_\_\_**

6. **Agreement to Follow Directions.** I agree, on behalf of myself and by child/Conservatee to observe and obey all posted rules and warnings regarding COVID-19, and further agree to follow any oral instructions or directions given by EKO, or the employees, representatives, or agents of EKO. **Initial Here**\_\_\_\_\_

7. **Assumption of the Risks and Release.** I recognize that there are certain inherent risks associated with attending or participating in any programs, volunteer activities, or special events with the EKO regarding COVID-19 and its variants. I acknowledge that some participants may not be vaccinated against COVID-19 or any of its variants. I acknowledge the contagious nature of COVID-19 and its variants and understand that local and national authorities recommend the practice of social distancing, and I assume full responsibility for personal injury to myself, my child/Conservatee, my family members, and further release and discharge EKO for injury, loss or damage arising out of my, my child/Conservatee or my family's use of or presence upon the facilities utilized by the EKO, whether caused by the fault of myself, my child/Conservatee, my family, EKO, or other third parties. **Initial Here**\_\_\_\_\_

8. **Introduction and Purpose:** The activity (or activities) described above will occur at a time when there exists a public health emergency arising from the spread of the coronavirus that causes COVID-19 ("Coronavirus"), which has resulted in a global pandemic. Thus, there presently is a significant risk of community spread of the Coronavirus associated with the Activity. Participation in the Activity is not mandatory. Whether to participate in the Activity is a decision to be made by the individual who desires to participate ("Participant") and/or his or her parent or guardian/Conservator ("Parent/Guardian/Conservator"). However, EKO is requiring that all participants, minors or adults, acknowledge and sign this waiver prior to participating in any event at EKO. **Initial Here**\_\_\_\_\_

9. **Coronavirus Exposure:** By signing this Waiver, you hereby certify to EKO that the Participant nor any of (i) the Participant's parents/guardians, siblings, or family members or (ii) anyone else living in the Participant's household (collectively, "Participants Family"), at any time within the 14 days immediately prior to you signing this Waiver, have: (i) had close contact with or provided care for any person diagnosed with or suspected to have COVID-19; or (ii) experienced any of the following symptoms: fever, cough, shortness of breath, difficulty breathing, chills, muscle pain, sore throat, new loss of taste or smell. By signing this Waiver, you also hereby represent and warrant to EKO that if, at any time prior to or during the Activity, any of the things described in the foregoing clauses (i) or (ii) occur, you will promptly notify EKO and you will stay away (or, if you are the Parent/Guardian/Conservator, will keep the Participant and all of Participant's Family away) from the Activity. **Initial Here**\_\_\_\_\_

I have read and understand this Release, and declare all information is truthful and accurate.

Participants Signature \_\_\_\_\_ Date \_\_\_\_\_

Print Participants Name \_\_\_\_\_ Relationship to Participant \_\_\_\_\_

If Participant is conserved, name of Conservator \_\_\_\_\_

Signature of Conservator \_\_\_\_\_