

WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT

Fayetteville Street Christian School is hereby providing notice to me that it intends to open its preschool, after school, and day school programs (Educational Programs) in August, 2020 for educational instruction. In consideration for receiving instruction and care I/we, on behalf of myself and my minor child/children for whom I have the capacity to contract, hereby acknowledge and agree to the following:

1. I understand that Fayetteville Street Christian School cannot protect my child/student and/or me from risks which may be encountered as a result of my child attending the Educational Programs. I/we realize there are natural, mechanical, and environmental conditions and hazards which independently or in combination with any activities engaged in while participating in this program may result in the exposure to certain risks including exposure to coronavirus (COVID-19), or other biological agents, virus or similar bacteriological agent, and the risk of being quarantined, or illness that may result in medical care, hospitalization or death.
2. I hereby state that I, on behalf of my child/student and myself, am an adult, over the age of 18, and legally competent to sign this form. I understand these inherent risks and dangers involved with participation in the school providing this program and acknowledge the existence of risks which are not obvious or predictable, and hereby intend this release to extend to injury or loss which results from both obvious or predictable risks, as well as risks that are unpredictable and not obvious and to extend to myself and my child/student, as applicable.
3. In consideration of myself and my child/student participating in the Educational Programs provided by Fayetteville Street Christian School, I/we, and any legal representatives, heirs and assigns, hereby release, waive, and discharge, Fayetteville Street Christian School, Fayetteville Street Baptist Church, its officers, directors, employees, agents, and representatives from any and all liability for any and all loss or damage, and any claim or damages resulting therefrom, on account of any injury, illness or exposure to and/or contracting the corona virus (COVID-19) or other biological agents, virus or similar bacteriological agent by me or my child/student attendance at and participation in the preschool, day school and/or afterschool program, including any medical expenses. Injury and/or death.
4. I agree to indemnify Fayetteville Street Christian School, its officers, directors, employees, agents, and representatives from any loss, liability, damage, or cost that may be incurred due to my child/student participation in the aforementioned program, whether caused by negligence of Fayetteville Street Christian School or otherwise. I fully understand, on my own behalf and on behalf of my child/student the risks associated with the aforementioned participation and assume any risk associated therewith.

5. This notice, release and indemnity agreement contains the entire agreement between and among the parties hereto, and the terms of this release are contractual and not a mere recital. The parties to this agreement hereby agree that the interpretation and enforceability of this release shall be governed by the laws of the State of North Carolina.

6. I expressly agree that this release, waiver, and indemnity agreement is intended to be as broad and inclusive as permitted by applicable laws, and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

7. I understand that by signing this agreement I am giving up on behalf of my child/student and myself certain legal rights and remedies including the right for my child/student and/or myself to recover damages in the event of death, personal and/or bodily injury of any kind, property loss or damage, expenses of any nature whatsoever including attorney's fees, and other losses that my student(s) or that I may sustain in association with my child's participation in the program.

I HAVE CAREFULLY READ THE FOREGOING RELEASE AND KNOW AND UNDERSTAND THE CONTENTS THEREOF. I SIGN THIS RELEASE VOLUNTARILY AS MY OWN FREE ACT WITH FULL KNOWLEDGE OF ITS SIGNIFICANCE, INTENDING TO BE LEGALLY BOUND THEREBY.

IN WITNESS WHEREOF, I have signed this Waiver and Agreement this _____
Day of _____, 2020.

Signature: _____

Signature: _____

Name: _____

Name: _____

NAME OF MINOR CHILD(REN): _____
