



Assumption of Risk and Waiver of Liability (Relating to COVID-19)

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. As a result, federal, state, and local governments and federal and state health agencies recommend social distancing and have, in many locations, prohibited the congregation of groups of people.

Symptoms of COVID-19 includes the following (but not limited to) symptoms:

- Fever • Fatigue • Dry Cough • Difficulty Breathing

Due to the outbreak of the COVID-19, KCS is taking extra precautions with the care of every student to include regular health check and enhanced sanitation/disinfecting procedures in compliance with CDC and Kentucky state guidance.

- Every attending student understand the above symptoms and affirm that self, as well as all household members, do not currently have, nor have experienced the symptoms listed above within the last 14 days.
- Every attending student affirm that self, as well as all household members, have not been diagnosed with COVID-19 within the past 14 days.
- Every attending student affirm that self, as well as all household members, have not knowingly been exposed to anyone diagnosed with COVID-19 within the past 14 days.
- Every attending student affirm that self, as well as all household members, have not traveled outside of the country or to any city considered to be a “hot spot” for COVID-19 infections within the past 14 days.
- Every attending student understand that KCS cannot be held liable for any exposure to the COVID-19 virus caused by misinformation to KCS or the health information provided by each student.

Besides, KCS cannot guarantee that you or your child(ren) will not become infected with COVID-19. Further, attending the KCS in-person summer camps, after school clubs or any other in-person classes, activities could increase your risk and your child(ren)’s risk of contracting COVID-19. By choosing to attending the KCS, you and your child(ren) understand that the risk of becoming exposed to or infected by COVID-19 at the KCS that result from the actions, omissions, or negligence of yourself and others, including, but not limited to KCS and their respective directors, Board members, Principals, teachers, sponsors, volunteers and program participants and their families.

You will voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to your child(ren) or yourself (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that you or your child(ren) may experience or incur in connection with your child(ren)’s attendance at the KCS or participation in KCS programs and camps whatsoever. And you hereby release, covenant not to sue, discharge, and hold

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<https://kcs.wildapricot.org>

Name Initial: _____



harmless the KCS, its employees, agents, and representatives, of and from the Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. And you understand and agree that this release includes any Claims based on the actions, omissions, or negligence of the KCS, its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation in any KCS program.

Photography Waiver

I grant to Kentuckiana Chinese School (KCS), its representatives, teachers and volunteers the right to take photographs of me and/or my child(ren) in connection with participation in the learning programs, host or co-host by KCS, such as in-person or online summer camps, after school clubs or other learning programs.

I authorize KCS, its assigns and transferees to copyright, use and publish the same in print and/or electronically.

I agree that KCS may use such photographs of me and/or my child(ren) with or without my name and for any lawful purpose, including for example such purposes as publicity, illustration, advertising, and web content (i.e. KCS Facebook/Instagram/Twitter/We chat public account/school website page, posters, school highlight video, sponsorship/promotional material, related advertising, etc.).

I also agree to allow KCS to list my family's name and contact information in a school or learning programs' directory that will be provided ONLY to other members of the KCS for use ONLY with learning programs related issues.

_____ Yes, I agree with the photography waiver above.

_____ No, I don't want my children to be photographed or their pictures published.

Medical Release & Liability Waiver

I certify that I am the parent or legal guardian for my child(ren). I hereby give my permission for any supervisor, teacher, volunteer or other administrator associated with the learning programs of KCS to seek and give appropriate medical attention for our child(ren) in the event of accident, injury, illness. I will be responsible for any and all costs associated with any necessary medical attention and/or treatment.

I hereby waive, release and forever discharge KCS and associated supervisor, teacher, volunteer or other administrator from all rights and claims for damages, injury, loss (to both person and/or property) which may be sustained or occur during participation in KCS activities, regardless of whether or not such injury, damages or loss is due to negligence of anyone associated with the KCS. I hereby acknowledge that my child(ren) is(are) physically fit and capable of participation in all KCS programs activities.



By registering my child(ren) with KCS learning programs, and in consideration for allowing my child(ren) to participate, I agree to participate (and allow my child(ren) and family members to participate) in KCS programs.

I hereby agree to inform, prior to the start of attending KCS learning programs, the head teacher of any existing medical or health related issue or concern which may potentially affect or restrict my child(ren)'s ability to participate in program activities, but not limited to, any and all conditions or issues in learning programs physical activities or otherwise.

I hereby release and indemnify the learning programs and Kentuckiana Chinese School and their respective directors, Board members, Principals, teachers, sponsors, and volunteers (collectively "KCS") from all claims, including negligence claims, and any costs, demands or liability in any way arising out of or in connection with injuries sustained by any person in any way related to or arising out of participation on the KCS, including, but not limited to, learn Chinese in KCS classrooms or online, play on the designated area behind KCS, travel to or from field trips, perform on stages, attend activities host or co-host by KCS, in-person or online summer camps, after school clubs or other learning programs. I assume all risks and hazards incidental to such participation.

I also agree to hold KCS harmless from and against any and all liability, legal or equitable claims, suits or expenses (including attorney's fees and costs), that may be asserted by any person against KCS arising out of or in connection with injuries (including but not limited to injuries resulting in death to me, my child(ren) or other family members) or property damage sustained by any person in any way related to my (or my child(ren)'s participation on the learning programs of KCS and all related activities.

I agree to, at my own expense, defend and indemnify KCS against any and all such claims even if they are groundless, false or fraudulent.

I have read and agree to all above statements.

Child(ren) name(s): _____ Print

Parent(s)/guardians name(s): _____ Print

Relationship with child(ren): _____

Parents'/guardians' signatures: _____

The first emergency contact phone number: _____

The second emergency contact phone number: _____

Date: _____

