

LEKOTEK OF GEORGIA, INC.

WAIVER / RELEASE FOR INFECTIOUS DISEASES INCLUDING COVID-19

ASSUMPTION OF RISK / WAIVER OF LIABILITY / AGREEMENT

LEKOTEK OF GEORGIA, INC. (“LEKOTEK”) recognizes the threat of COVID-19 / coronavirus, and we are closely monitoring the developments around the globe to ensure that we are prepared. The safety of our staff, volunteers, and the people in the communities we serve is our greatest priority.

For the protection of our staff, volunteers, and the families and communities LEKOTEK serves, no one may enter LEKOTEK if a child served by LEKOTEK or anyone accompanying him/her or anyone in his / her immediate family or household is sick or infected with COVID-19 or experienced symptoms associated with the COVID-19 virus, including cough, shortness of breath or difficulty breathing, fever, chills, muscle pain, sore throat, fatigue, or new loss of taste or smell; , or if the child served by LEKOTEK or anyone accompanying him/her **in the last 14 days has:**

- **Been exposed without masks or social distancing to someone with COVID-19 or who tested positive for COVID-19;**
- **Traveled to any foreign country;**
- **Been on a cruise;**
- **Traveled via airplane; or**
- **Attended an event or gathering with more than 10 people without social distancing or masking.**

We will continue to observe the advice of the UN World Health Organization (WHO), US Center for Disease Control and Prevention (CDC), Georgia Department of Community Health, State of Georgia Summer Camp Guidelines and other relevant state and local authorities, and will work to take proactive measures that minimize the risk of COVID-19 transmission. However, even in ideal conditions, and despite any and all reasonable efforts made by both parties to mitigate such risk, LEKOTEK cannot remove the risk of infection from COVID-19.

While on site, you must follow CDC guidelines by wearing cloth face coverings in public settings, trying to maintain social distancing of at least 6 feet from staff and others, washing and sanitizing hands, covering coughs / sneezes, avoiding face touching, and using appropriate gloves. We also expect that if your child(ren) can tolerate a mask he / she wear a mask as well.

In addition to the above requirements, it shall be in the LEKOTEK staff’s, employees’, Director’s, or specific LEKOTEK leader’s sole discretion to deny in person services and / or entry into LEKOTEK should any member of the staff, employee, Director or LEKOTEK leader believe that

the child whom LEKOTEK serves, or anyone accompanying him/her would not be able to follow the above protocols or would be unable to comfortably comply with the above protocols.

LEKOTEK staff and volunteers will be expected to abide by the same guidelines in order to meet with a family. LEKOTEK will continue to monitor the aforementioned authorities for the latest information about COVID-19.

Under Georgia law, entities like LEKOTEK have immunity from liability claims regarding COVID-19. Children whom LEKOTEK serves and their families and households, volunteers, and our staff assume the inherent risk of contracting COVID-19 by entering LEKOTEK's premises and further assume the risk of any injury or death if such injury or death results from the inherent risks of contracting COVID-19.

In consideration of being allowed to visit LEKOTEK in-person and for related events and activities, the undersigned acknowledges, appreciates, and agrees that:

- In-person attendance on the premises may result in exposure to COVID-19;
 - While following guidelines, rules and personal discipline may reduce the risk, the risk of quarantine requirements, serious illness, and/or death does exist; and
1. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, BOTH KNOWN AND UNKNOWN, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES INCLUDING LEKOTEK OR OTHERS, AND ASSUME FULL RESPONSIBILITY FOR MY PARTICIPATION;
 2. I WILLINGLY AGREE TO COMPLY WITH CURRENT CDC, GEORGIA DEPARTMENT OF HEALTH, AND LEKOTEK GUIDELINES IN ADDITION TO THE AFOREMENTIONED EXPECTATIONS FOR IN-PERSON ATTENDANCE. IF, HOWEVER, I OBSERVE ANY UNUSUAL OR SIGNIFICANT HAZARD DURING MY PRESENCE OR PARTICIPATION IN IN-PERSON ACTIVITIES, I WILL REMOVE MYSELF FROM ATTENDANCE AND BRING SUCH TO THE ATTENTION OF THE NEAREST LEKOTEK STAFF IMMEDIATELY;
 3. THE UNDERSIGNED WILL NOTIFY LEKOTEK IMMEDIATELY IF HE OR SHE, OR A MEMBER HIS OR HER IMMEDIATE FAMILY, EXPERIENCES SIGNS OR SYMPTOMS OF COVID-19 OR HAS BEEN CONFIRMED POSITIVE FOR COVID-19; AND,
 4. I, FOR MYSELF AND ON BEHALF OF MY HEIRS, ASSIGNS, PERSONAL REPRESENTATIVES AND NEXT OF KIN, HEREBY RELEASE LEKOTEK AND ITS DIRECTOR, BOARD OF DIRECTORS, STAFF, AGENTS AND/OR EMPLOYEES ("RELEASEES") WITH RESPECT TO ANY AND ALL ILLNESS, DISABILITY, DEATH, OR LOSS OR DAMAGE TO PERSON OR PROPERTY RESULTING FROM INFECTIOUS DISEASES OR COVID-19, ARISING IN PART FROM THE NEGLIGENCE OF RELEASEES BUT IN NO EVENT FROM THE GROSS

NEGLIGENCE OF THE RELEASEES, TO THE FULLEST EXTENT PERMITTED BY LAW.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I GIVE UP SUBSTANTIAL RIGHTS BY SIGNING IT / ACKNOWLEDGING IT, AND I SIGN AND ACKNOWLEDGE IT FREELY AND VOLUNTARILY WITHOUT INDUCEMENT.

I further affirm that I meet the health standards and will abide by the guidelines identified above. I agree that should I become ill or show symptoms that could be related to COVID-19, I will inform LEKOTEK of my symptoms or illness, leave the site immediately and not return until I am symptom free for 14 days after the first assessment. I further agree that should I or an immediate member of my family or household test positive for COVID-19, LEKOTEK will require evidence of a negative COVID-19 test prior to my or any member of my family's or household's entry into LEKOTEK.

Visitor / Volunteer Name (Print)

Visitor / Volunteer Signature

Date Signed

FOR VISITORS OF MINORITY AGE (UNDER AGE 18)

This is to certify that I, as a parent / guardian with legal responsibility for this child, have read and explained the provisions in this waiver / release to my child / ward, including the risks of presence and participation in in-person programming and his or her personal responsibilities for adhering to the current, published, CDC, Georgia Department of Community Health, and LEKOTEK guidelines in addition to the state and customary rules and regulations for protection against communicable diseases.

FURTHERMORE, MY CHILD / WARD UNDERSTANDS AND ACCEPTS THESE RISKS AND RESPONSIBILITIES TO THE BEST OF HIS OR HER ABILITY. I FOR MYSELF, MY SPOUSE, AND CHILD / WARD DO CONSENT AND AGREE TO MY CHILD'S / WARD'S RELEASE PROVIDED ABOVE FOR ALL RELEASEES AND MYSELF, MY SPOUSE, AND MY CHILD / WARD DO RELEASE THE RELEASEES FROM ANY AND ALL LIABILITIES INCIDENT TO MY MINOR CHILD'S / WARD'S PRESENCE AS PROVIDED ABOVE, EVEN IF ARISING FROM RELEASEES' OR OTHERS' NEGLIGENCE, TO THE FULLEST EXTENT PROVIDED BY LAW.

Name of Parent / Guardian (Print)

Name of Child / Ward (Print)

Parent / Guardian Signature

Date Signed