

RELEASE OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT

The individuals named below (each referred to as "**I**" or "**me**") desire to enter the premises of BERKSHIRE HEIGHTS EARLY LEARNING CENTER, a facility located at 711 N. Wyomissing Blvd., Wyomissing, PA 19610 (the "**Premises**"), operated by the WILSON SCHOOL DISTRICT (the "**District**"), a political subdivision of the Commonwealth of Pennsylvania with an address of 2601 Grandview Blvd., West Lawn, PA 19606 to permit my child, _____ ("**Child**"), to engage in educational activities and receive child care (the "**Activity**"). As lawful consideration for being permitted by the District to be on the Premises and for Child to engage in the Activity, and intending to be legally bound, I agree to all the terms and conditions set forth in this agreement (the "**Agreement**").

1. I am aware of the highly contagious nature of bacterial and viral diseases including, but not limited to norovirus, measles, chicken pox, influenza, and the 2019 novel coronavirus disease ("**COVID-19**") (each, a "**Disease**") and the risk that I and/or Child may be exposed to or contract the Diseases by being on the Premises and engaging in the Activity. I understand and acknowledge that such exposure or infection may result in serious illness, personal injury, permanent disability, death, or property damage to me and/or to Child. I acknowledge that this risk may result from or be compounded by the actions, omissions, or negligence of others, including District employees. I understand that while the District has implemented preventative measures to reduce the spread of the Diseases, the District cannot guarantee that I and/or Child will not become infected with the Diseases or other infectious diseases while on the Premises and that being on the Premises may increase my and/or Child's risk of contracting the Diseases. **NOTWITHSTANDING THE RISKS ASSOCIATED WITH THE DISEASES, I ACKNOWLEDGE THAT I AM VOLUNTARILY ENTERING THE PREMISES WITH CHILD TO PERMIT CHILD TO ENGAGE IN THE ACTIVITY WITH KNOWLEDGE OF THE DANGER INVOLVED. I HEREBY AGREE TO ACCEPT AND ASSUME ALL RISKS OF PERSONAL INJURY, ILLNESS, DISABILITY, DEATH, OR PROPERTY DAMAGE RELATED TO THE DISEASES, ARISING FROM MY OR CHILD'S BEING ON THE PREMISES OR ENGAGING IN THE ACTIVITY, WHETHER CAUSED BY THE NEGLIGENCE OF THE DISTRICT OR OTHERWISE.**

2. I hereby expressly waive and release any and all claims, now known or hereafter known, against the District, and its officers, directors, employees, agents, affiliates, successors, and assigns (collectively, "**Releasees**"), on my own account and on behalf of Child, on account of injury, illness, disability, death, or property damage arising out of or attributable to my presence and/or Child's presence on the Premises or engaging in the Activity and being exposed to or contracting the Diseases, whether arising out of the negligence of the District, other participants in the Activity, or any Releasees or otherwise. I, on behalf of myself and Child, covenant not to make or bring any such claim against the District or any other Releasee, and forever release and discharge the District and all other Releasees from liability under such claims by me and by Child.

3. I am familiar with federal, state, and local laws, orders, directives, and guidelines related to the Diseases, including the Centers for Disease Control and Prevention ("**CDC**") and

Pennsylvania Department of Health (“DOH”) guidance on COVID-19. I have also been informed of the COVID-19 prevention and mitigation measures to be employed by the District on the Premises. I will comply with all such orders, directives, and guidelines related to Disease mitigation and prevention issued by the CDC, DOH, and District while on the Premises, including, without limitation, specific COVID-19 requirements related to hand sanitation, social distancing, and use of face coverings. I agree not to enter the Premises if I am experiencing symptoms of COVID-19 (including, but not limited to, cough, shortness of breath, or fever), have a confirmed or suspected case of COVID-19, or have come in contact in the last fourteen (14) days with a person who has been confirmed or suspected of having COVID-19. I agree not to bring Child onto the Premises if s/he is experiencing symptoms of a Disease (including, but not limited to, cough, shortness of breath, or fever), has a confirmed or suspected case of a Disease, or has come in contact in the last fourteen (14) days with a person who has been confirmed or suspected of having a Disease.

4. I shall defend, indemnify, and hold harmless the District and all other Releasees against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable legal fees, the costs of enforcing any right to indemnification under this Agreement, and the cost of pursuing any insurance providers, incurred by/awarded against the District or any other Releasees in a final, non-appealable judgment, arising out or resulting from any claim related to the Disease due to my or Child’s engaging in the Activity and/or being on the Premises.

5. This Agreement constitutes the sole and entire agreement of the District and me with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter.

6. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction.

7. This Agreement is binding on and shall inure to the benefit of the District and me and our respective successors and assigns.

8. I acknowledge that the District does not waive any sovereign immunity by virtue of this Agreement.

9. All matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the internal laws of the Commonwealth of Pennsylvania, without giving effect to any choice or conflict of law provision or rule, and shall only be brought in the Court of Common Pleas of Berks County, Pennsylvania.

[SIGNATURE PAGE FOLLOWS]

BY SIGNING, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS AGREEMENT AND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE THE DISTRICT ON BEHALF OF MYSELF AND MY CHILD.

<p>Signed: _____</p> <p>Printed Name of Parent or Legal Guardian: _____</p> <p>Address: _____ _____</p> <p>Date: _____</p>	<p>Signed: _____</p> <p>Printed Name of Parent or Legal Guardian: _____</p> <p>Address: _____ _____</p> <p>Date: _____</p>
<p>Witnessed: _____</p> <p>Printed Name of Witness: _____</p> <p>Address: _____ _____</p> <p>Date: _____</p>	<p>Witnessed: _____</p> <p>Printed Name of Witness: _____</p> <p>Address: _____ _____</p> <p>Date: _____</p>