

## WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

This Waiver and Indemnity Agreement is entered into as of the \_\_\_ day of \_\_\_\_\_, 2021 by \_\_\_\_\_, (hereinafter the “Undersigned”), individually and as parent or guardian of \_\_\_\_\_, a minor child.

WHEREAS, Northern Kane Educational Corp. (“NKEC”), as operator of the Cambridge Lakes Charter School, also operates an AM/PM care program both before and after school, titled the School’s Out Program, along with a Summer Program (the “Program” or “Programs”), which are open to the children of all members of the community; and

WHEREAS, the existence of the COVID-19 pandemic raises certain issues with respect to the conduct of such Programs; and

WHEREAS, the Undersigned desires to enroll his or her child designated above in one or more of the Programs;

Now therefore, in consideration of being permitted to enroll the above named child in one or more of the Programs operated by NKEC and for such child to participate for any purpose, including, but not limited to, observation or use of facilities or equipment, or participation in any Program, the Undersigned, on behalf of himself or herself and such participating child, and any personal representatives, heirs, and next of kin, hereby acknowledges, agrees and represents that he or she has inspected and carefully considered the Program, including but not limited to any equipment and facilities, and that the Undersigned finds and accepts same as being safe and reasonably suited for the use or participation by the above named child.

The undersigned acknowledges that the novel coronavirus (“COVID-19”) infections have been confirmed throughout the United States, including numerous cases in Illinois, and understands the hazards associated with COVID-19 and the guidance and protocols issued by the World Health Organization (WHO), the Centers for Disease Control (CDC), and the Illinois Department of Health (IDH), for slowing the transmission of COVID-19. Notwithstanding the risks associated with COVID-19, which the Undersigned readily acknowledges, the Undersigned hereby willingly chooses to allow the above named child to participate in one or more of the Programs.

The Undersigned acknowledges and fully assumes the risk on behalf of the above named child of illness or death related to COVID-19 arising from either the Undersigned or the child being on the premises and participating in a Program and hereby RELEASES, WAIVES, DISCHARGES, AND COVENANTS NOT TO SUE (on behalf of the Undersigned and the above named minor child) NKEC, its officers, directors, agents, employees and assigns (the “RELEASEES”) from any liability related to COVID-19 which might occur as a result of me or my child being on the premises and participating in a Program. I shall indemnify, defend and hold harmless the RELEASEES from and against any and all claims, demands, suits, judgments, losses or expenses of any nature whatsoever (including, without limitation, attorneys’ fees, costs and disbursements, whether of in-house or outside counsel and whether or not an action is brought, on appeal or otherwise), arising from or out of, or relating to, directly or indirectly, the infection of COVID-19 or any other illness or injury (including any claim of any person who may contract COVID-19, directly or indirectly, from the Undersigned or such participating child). It is my express intent that this Waiver and Indemnity Agreement shall bind any assigns and representatives, and shall be deemed as a RELEASE, WAIVER, DISCHARGE, AND COVENANT NOT TO SUE the above-named RELEASEES. This Agreement and the provisions contained herein shall be construed, interpreted

and controlled according to the laws of the State of Illinois. **I HEREBY KNOWINGLY AND VOLUNTARILY WAIVE ANY RIGHT TO A JURY TRIAL OF ANY DISPUTE ARISING IN CONNECTION WITH THIS AGREEMENT. I ACKNOWLEDGE THAT THIS WAIVER WAS EXPRESSLY NEGOTIATED AND IS A MATERIAL INDUCEMENT TO THE PERMISSION GRANTED BY RELEASEES TO BE ON PREMISES AND PARTICIPATE IN ONE OR MORE OF THE PROGRAMS.**

The Undersigned further agrees, represents, and warrants that neither the Undersigned nor such participating child shall visit or utilize the facilities, services, and Programs of NKEC if he or she (i) experiences symptoms of COVID-19, including, without limitation, fever, cough or shortness of breath, or (ii) has a suspected or diagnosed/confirmed case of COVID-19. NKEC has taken certain steps to implement recommended guidance and protocols issued by the Public Health Agencies for slowing the transmission of COVID-19, and the Undersigned agrees to comply with such procedures prior to utilizing the facilities, services and Programs. The undersigned further acknowledges and agrees that, due to the nature of the Programs social distancing of 6 feet per person among children and their teachers or aides is not always possible. The Undersigned fully understands and appreciates both the known and potential dangers of participating in the Programs and acknowledges that such participation may, despite NKEC's reasonable efforts to mitigate such dangers, result in exposure to COVID-19, which could result in quarantine requirements, serious illness, disability, and/or death.

THE UNDERSIGNED further expressly agrees that the foregoing ASSUMPTION OF RISK, RELEASE AND WAIVER OF LIABILITY, AND INDEMNITY AGREEMENT is intended to be as broad and inclusive as is permitted by the laws of the State of Illinois and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

I HAVE CAREFULLY READ AND VOLUNTARILY SIGN THIS ASSUMPTION OF RISK, RELEASE AND WAIVER OF LIABILITY, AND INDEMNITY AGREEMENT AND FURTHER AGREE THAT NO ORAL REPRESENTATIONS, STATEMENTS OR INDUCEMENT APART FROM THE FOREGOING WRITTEN AGREEMENT HAVE BEEN MADE. I AM AWARE THAT BY AGREEING TO THIS AGREEMENT I AM GIVING UP VALUABLE LEGAL RIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES FROM NKEC IN CASE OF ILLNESS, INJURY, DEATH OR PROPERTY LOSS OR DAMAGE, INCLUDING, FOR THE AVOIDANCE OF DOUBT AND WITHOUT LIMITATION, EXPOSURE TO COVID-19 AND ANY ILLNESS, INJURY OR DEATH RESULTING THEREFROM. I UNDERSTAND THAT THIS DOCUMENT IS A PROMISE NOT TO SUE AND A RELEASE OF AND INDEMNIFICATION FOR ALL CLAIMS. I ALSO UNDERSTAND THAT THIS AGREEMENT IS MADE ON BEHALF OF MY MINOR CHILD AND/OR LEGAL WARDS AND I REPRESENT AND WARRANT TO NKEC THAT I HAVE FULL AUTHORITY TO SIGN THIS AGREEMENT ON BEHALF OF SUCH MINOR(S).

Executed individually and on behalf of the named minor child above as of the day and year first above written.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

Phone: \_\_\_\_\_

Address: \_\_\_\_\_