

COVID-19 Waiver and Release

Health & Wellness Pledge

Fall 2020

I/we, as the above named parent(s)/guardian(s) of the child named above, agree to allow my child to participate in activities and programs at The Montgomery Academy (hereinafter “MA”), and in consideration for the opportunity for my child to participate in MA’s programs and activities for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

Release of Liability

I hereby forever release MA, its trustees, officers, administrators, employees, staff and agents of any kind thereof (hereinafter collectively the “Released Parties”), from any and all liability, bodily injury, loss, damage or expense related to the COVID-19 pandemic arising from or out of my child’s participation in any school activities or programs at MA including, without limitation all costs, expenses, damages, claims or assertions of any kind or nature with respect to which I or my family, my estate, my heirs, my successors or my assigns might have or could or might have against the Released Parties.

Release of Liability—Third Parties

I hereby forever release MA and the Released Parties from any and all liability, bodily injury, loss, damage or expense related to the COVID-19 pandemic, including, but not limited to, bodily injury or illness to myself or my child, including death, caused by any acts or omissions of any kind or character whatsoever of any third parties related to, or connected in any way with a Summer Camp, After School Program, or After School Clubs or Activities, Field Trips, International Travel Opportunities including without limitation any costs, damages, claims or assertions of any kind with respect to which I, my child or my family, estate, heirs, successors or assigns may claim against the Released Parties.

Assumption of Risk

I understand and hereby acknowledge, independently of any advice or representation made by MA, that participation in school activities or programs at MA during the COVID-19 pandemic presents certain risks beyond MA’s control, and which may exist regardless of whether MA controls or attempts to control such risks and even if MA exercises the utmost care in setting forth sufficient protocols in attempting to prevent anyone from getting injured or sick. I further acknowledge that MA is taking such reasonable precautions necessary to mitigate the risks associated with COVID-19, but understand that such risks cannot be eliminated entirely, as COVID-19 is a novel virus. With this knowledge, I am permitting my child to participate in school activities and programs at MA with this understanding and hereby knowingly and voluntarily assume all risks of injury, illness, sickness, death or damage related to COVID-19 which may arise as a result of my child participating in

school activities or programs at MA. My child's attendance and participation in programs and school activities at MA is voluntary, and I understand and hereby acknowledge that I may choose to not have my child attend MA, or I may discontinue my child's attendance at MA at any time in light of the risks I am assuming hereunder, while acknowledging that this attendance in no way impacts or releases me from my contractual enrollment obligation.

Indemnification Agreement

I further agree to indemnify and hold harmless the Released Parties from and against any and all claims, liabilities, causes of action, suits, losses, fines, judgments, settlements, expenses (including attorney fees) which may be incurred as a consequence of my child's exposure to or illness from COVID-19 resulting in the illness or infection of a third-party.

Health and Wellness Pledge

I acknowledge and agree that MA and its board members, officers, directors, faculty, or agents as MA deems necessary, shall have the authority to establish rules and regulations regarding my child attending and/or participating in school activities at MA. I agree that my child and I will follow and be bound by the rules and regulations contained in this section and all other MA's rules and regulations.

I agree to monitor my child's health each day before bringing my child to the School, and to keep my child home if he/she has a fever at or above 100.0 degrees.

Along with any other illnesses that might lead to an absence from school, I agree to keep my child at home if he /she or exhibits any ONE of the following symptoms:

- Chills
- New cough
- New shortness of breath or difficulty breathing
- New loss of taste/smell
- Sore throat
- Nausea, Vomiting, or Diarrhea

I agree to keep my child at home if he/she exhibits any TWO of the following:

- Unusual Fatigue
- Muscle or Body aches
- Headache
- Congestion or runny nose

I agree to keep my child at home if he/she has been

- diagnosed with COVID-19
- recommended to isolate/quarantine by a physician or health department official
- tested for COVID-19, with results pending

I agree to keep my child at home if he/she has close/household contact* with anyone who has been:

- Diagnosed with COVID-19
- Tested for COVID-19, with results pending
- Developed symptoms of COVID-19 (fever, chills, new cough, new shortness of breath, new loss of taste/smell, etc)
- Recommended to isolate/quarantine by a physician or health department official

* - The ADPH defines "close contact" as being within 6 feet for 15 minutes and includes household contacts, starting 2 days before symptoms appeared or specimen collection date (whichever was earlier).

I understand that the School will take my child's temperature as a part of a health screening each day before beginning any campus activities (or any school events off campus chaperoned by a school employee). If my child has a fever of 100.0 or higher, he or she will be isolated, a parent/legal guardian will be contacted, and the child must be picked up by a parent or legal guardian within one hour of being contacted by the School.

Return to Campus Protocols

If my child has symptoms consistent with COVID-19 as outlined above, he or she cannot return to campus activities until the conditions in one of the following scenarios have been met:

- 24 hours with no fever (without fever-reducing medication) and a physician's release, or
- 24 hours with no fever (without fever-reducing medication), symptoms improved, and 10 days since the symptoms first appeared

If my child has tested positive COVID-19 with symptoms, he or she cannot return to campus activities until the conditions in the following scenario have been met:

- 24 hours with no fever (without fever-reducing medication), symptoms improved, and 10 days since the symptoms first appeared

If my child has tested positive for COVID-19 within the past 14 days and remains asymptomatic, then he/she cannot return to campus until:

- No symptoms and 10 days since the positive test.

If my child has been in close/household contact with a confirmed case of COVID-19 within the past 14 days, then he/she cannot return to campus until:

- 14 days since close contact with confirmed case of COVID-19 (if symptoms develop, then follow protocol listed above)

If my child is asymptomatic but has been in close/household contact with someone who is pending testing for COVID-19 or is exhibiting symptoms associated with COVID-19, then he/she cannot return to campus until the conditions in ONE of the following scenarios have been met:

- Physician's release of close contact or of student
- 14 days since close contact with presumed case of COVID-19

I understand that, as guidance from the Alabama Department of Public Health, the Centers for Disease Control and Prevention, and other authorities [e.g., the Governor] may change, the School may alter conditions for allowing students to participate or continue to participate in campus activities.

Insurance

I understand and hereby acknowledge that MA has no insurance, other than the catastrophic accident coverage provided through the AHSAA to student athletes under the terms and conditions of that policy, that will pay for, or reimburse me for, any expenses of any kind which I may incur for treatment of illness or injuries sustained while participating in their education and any programs at MA. I hereby assume all responsibility for any such expenses.

Representations

Representations. (i) I am an adult and I am the parent/guardian of the above named child; (ii) I have the legal capacity to execute and to be legally bound by this agreement with MA and waive certain of my legal rights as provided herein, and on behalf of my minor child; (iii) I understand that the provisions herein above are severable, and if any provision of this Waiver and Release Health and Wellness Pledge is held to be invalid or unenforceable, the remaining provisions will remain in full force and effect and to be governed under the laws of the State of Alabama and (iv) I have read each paragraph and fully understand the terms and conditions of this Waiver and Release and Health and Wellness Pledge, have understood it, and agree, both in my capacity, and on behalf of my child, to be bound by its terms.

Electronic Signature

Your electronic signature serves as your authorized signature.

Your Signature Here

Electronic Signature

Your Signature Here

Name

August 11, 2020

Date

* Electronic signature verified by Magnus Health 2020-08-11 20:00:00(<http://magnushealth.com/electronic-signatures>).