



In-Person Learning Agreement and Release & Waiver of Liability

Parent/Guardian 1 Name (Please Print): _____

Parent/Guardian 2 Name (Please Print): _____

Student(s) Name(s): _____

The Grayson School (the “School”) has adopted plans to implement distance learning and in-person instruction options for students for the 2020/2021 school year. As a condition of the participation of the above-listed student(s) (the “Student(s)”) in the School’s in-person instruction option, the undersigned parent/legal guardian of the Student(s), on behalf of themselves and the Student(s) and any personal representatives, household members, heirs, and next of kin (herein referred to as the “Parent/Guardian”) hereby enters into this In-Person Learning Agreement and Release and Waiver of Liability (this “Agreement”) and acknowledges and agrees as follows:

1. Parent/Guardian acknowledges that the School has offered Parent/Guardian and the Student(s) the option to receive instruction during the 2020/2021 academic year on an exclusively remote basis. Parent/Guardian acknowledges and agrees that he/she has knowingly and voluntarily elected not to accept this option and to instead enroll Student(s) in a program that includes in-person instruction at the School for some or all of the academic year.
2. Novel coronavirus (“COVID-19”) infections have been confirmed throughout the United States, including cases in Pennsylvania. In accordance with the most recent guidance and protocols issued by the World Health Organization (WHO), the Centers for Disease Control and Prevention (CDC), the Pennsylvania Department of Health, and other public health authorities, the School has adopted certain policies, procedures and protocols (the “Policies”) for protecting against and for slowing the transmission of COVID-19.

Parent/Guardian acknowledges that he/she is obligated to comply strictly with the Policies and agrees that he/she shall do so and shall take all reasonable steps to ensure that the Student(s) comply with the Policies. Parent/Guardian acknowledges and agrees that the School may revise the Policies at any time based on updated recommended guidance and protocols issued by applicable public health authorities and further agrees to comply with the School's revised Policies.

3. Parent/Guardian, on their own behalf and on behalf of the Student(s) and all other persons on whose behalf Parent/Guardian is authorized to act under applicable law, hereby releases, waives, discharges, and covenants not to sue the School and its directors, officers, employees, contractors, volunteers, and agents from and against any and all liability to Parent/Guardian, the Student(s), or such other persons, and all personal representatives, assigns, household members, heirs, and next of kin of Parent/Guardian, the Student(s), or such other persons for any loss or damage, and any claims or demands for any injury, including illness or the death, to Parent/Guardian, the Student(s), or such other persons who may contract COVID-19, directly or indirectly, while the Student(s) and/or Parent/Guardian or other persons are in, upon, or about the premises of the School or any facilities or equipment therein, or participating in any program provided by or affiliated with the School, whether caused by the negligence, active or passive, of the School or otherwise. Parent/Guardian acknowledges and agrees that the release and waiver contained in this Paragraph, and the remaining terms of this Agreement, apply to all programs, services and activities provided by the School or in any way relating to the School's in-person learning programs, whether conducted on the premises of the School or otherwise, including but not limited to transportation to and from the School prior to, after or during the school day.
4. Parent/Guardian hereby agrees to indemnify, save, and hold harmless the School and its directors, officers, employees, contractors, volunteers, and agents, and each of them, from any loss, liability, damages, or costs they may incur arising from or relating to any confirmed or suspected case of COVID-19 contracted or suspected to be contracted by any person as result of the failure of Parent/Guardian or the Student(s) to adhere to the Policies or due to the negligence or willful disregard of Parent/Guardian or the Student(s) with respect to protecting against and preventing the spread of COVID-19.
5. Parent/Guardian agrees and acknowledges that use of the School's facilities and services, and in-person participation in the School's programs and instruction, involve inherent danger and risk, including, without limitation, the risk of physical illness or injury, or death. Parent/Guardian understands and appreciates both the known and potential dangers of utilizing the facilities, services, and programs of the School in person and acknowledges that use thereof by Parent/Guardian and/or the Student(s) may, despite the

School's reasonable efforts to mitigate such danger and risk result in exposure to COVID-19, which could result in quarantine requirements, serious illness, disability, and/or death. Parent/Guardian hereby assumes full responsibility for and risk of illness, bodily injury, or death resulting from exposure to COVID-19 to Parent/Guardian, the Student(s), or others for whom Parent/Guardian is responsible, while the Student(s), Parent/Guardian, or such other persons are in, upon, or about the premises of the School or any facilities or equipment therein, or participating in any in-person program provided by or affiliated with the School, whether due to the negligence, active or passive, of the School or otherwise.

6. Parent/Guardian 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 Commonwealth of Pennsylvania and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. PARENT/GUARDIAN HEREBY WAIVES ANY RIGHT TO A TRIAL BY JURY WITH RESPECT TO ANY CLAIMS OR DISPUTES ARISING UNDER THIS AGREEMENT OR OTHERWISE RELATING TO THE ISSUES ADDRESSED HEREIN, AND ACKNOWLEDGES AND AGREES THAT ANY SUCH CLAIM MUST BE BROUGHT IN AN INDIVIDUAL CAPACITY ONLY AND NOT AS A CLASS OR COLLECTIVE ACTION, OR IN A REPRESENTATIVE CAPACITY ON BEHALF OF ANY PERSON.

I/WE, THE UNDERSIGNED, 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 INDUCEMENTS APART FROM THE FOREGOING WRITTEN AGREEMENT HAVE BEEN MADE. I/WE AM/ARE AWARE THAT BY AGREEING TO THIS AGREEMENT, I/WE AM/ARE GIVING UP VALUABLE LEGAL RIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES FROM THE SCHOOL AND OTHER RELATED PARTIES IN CASE OF ILLNESS, INJURY, OR DEATH, INCLUDING, FOR THE AVOIDANCE OF DOUBT AND WITHOUT LIMITATION, EXPOSURE TO COVID-19 AT ANY FACILITY OR PROGRAM OF THE SCHOOL AND ANY ILLNESS, INJURY, OR DEATH RESULTING THEREFROM. I/WE ALSO UNDERSTAND THAT THIS AGREEMENT IS MADE ON BEHALF OF MY MINOR CHILD(REN) AND/OR LEGAL WARDS, AND I/WE REPRESENT AND WARRANT THAT I/WE HAVE FULL AUTHORITY TO SIGN THIS AGREEMENT ON BEHALF OF SUCH MINOR(S).

I/We have read and understand the terms of this Agreement and agree to its terms. Please note for families with two parents, both parents/guardians must sign.

Parent/Guardian 1 Signature

Date

Print Name

Parent/Guardian 2 Signature

Date

Print Name