

## Assumption of the Risk and Waiver of Liability Relating to Coronavirus/COVID-19



The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization.

Yakima Area Arboretum (YAA) has created new protocols and guidelines for their youth programs and will put in place preventative measures to reduce the spread of COVID-19; however, the YAA cannot guarantee that you or your child(ren) will not become infected with COVID-19. Further, attending any program anywhere may increase your child(ren)'s risk of contracting COVID-19.

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By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that my child(ren) and I and other members of my household may be exposed to, or infected by COVID-19 by attending YAA's program, and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 at the YAA's program may result from the actions, omissions, or negligence of myself and others, including, but not limited to, YAA employees, volunteers, and program participants and their families. I understand that, based on the inherent nature of children and children's activities, it is likely impossible to prevent all potential sources of transmission of COVID-19 despite all reasonable efforts of the YAA. I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to my child(ren), myself, or members of my household including, but not limited to, personal injury, disability, and death, illness, damage, loss, claim, liability, or expense, of any kind, that I or my child(ren) or members of my household may experience or incur in connection with my child(ren)'s attendance at the YAA program. On my behalf, and on behalf of my child(ren) and members of my household, I hereby release, covenant not to sue, discharge, and hold harmless the YAA, its employees, agents, and representatives, of and from any and all claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto as a result of my child(ren)'s attendance at the YAA program. I understand and agree that this release includes any claims based on the actions, omissions, or negligence of YAA, its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation in any YAA program.

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Signature of Parent/Guardian

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Date

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Print Name of Parent/Guardian

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Name of Participant