



COVID-19 Assumption of Risk, Release, and Waiver of Liability Agreement

GATHERING SKILLS with James Horvath ("the program")

RELEASE AND WAIVER.

In consideration of my child's participation in the program, *Gathering Skills* with **James Horvath**, I and/or my spouse, children, my heirs and assigned do hereby forever release, waive, discharge, and covenant not to sue its past, current, and future officers, directors, employees, members, volunteers, property owners, contractors, representatives, parents, owners, affiliates, agents, successors, and assigns (collectively, "Program Provider") from any and all damages, injuries, losses, liability, claims, causes of action, litigation, or demands, including but not limited to those for personal injury, sickness, or death, as well as property damages and expenses, of any nature whatsoever which may be incurred, directly or indirectly, now or in the future, in any way related to COVID-19 and in connection with my child's participation in the Programs or any travel related thereto. I promise not to sue Program Provider for any of the foregoing.

ASSUMPTION OF RISKS. I understand that while Program Provider has undertaken reasonable steps to lessen the risk of transmission of COVID-19 in connection with the Program, Program Provider is not responsible in any manner for any risks related to COVID-19 in connection with the Program. I understand that the World Health Organization has classified the COVID-19 outbreak as a pandemic. I further understand that COVID-19 is a highly contagious and dangerous disease, and that contact with the virus that causes COVID-19 may result in significant personal injury or death. I am fully aware that participation in the Program (including any related travel) carries with it certain inherent risks related to COVID-19 transmission ("Inherent Risks") that cannot be eliminated regardless of the care taken to avoid such risks. Inherent Risks may include, but are not limited to, (1) the risk of coming into close contact with individuals or objects that may be carrying COVID-19; (2) the risk of transmitting or contracting COVID-19, directly or indirectly, to or from other individuals; and (3) injuries and complications ranging in severity from minor to catastrophic, including death, resulting directly or indirectly from COVID-19 or the treatment thereof. Further, I understand that the risks of COVID-19 are not fully understood, and that contact with, or transmission of, COVID-19 may result in risks including but not limited to loss, personal injury, sickness, death, damage, and expense, the exact nature of which are not currently ascertainable, and all of which are to be considered Inherent Risks. I hereby voluntarily accept and assume all risk of loss, personal injury, sickness, death, damage, and expense arising from such Inherent Risks. Furthermore, I represent and warrant that I and my child do not suffer from any medical condition or disease that might in any way hinder or prevent me or my child from participation in the Program, including, to my knowledge, COVID-19.

This *COVID-19 Assumption of Risk, Release, and Waiver of Liability Agreement* ("Agreement") shall be binding on my heirs, executors, administrators, successors, and assigns. I expressly agree that this Agreement is intended to be as broad and inclusive as is permitted by applicable laws, and that if any portion of this Agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect. This Agreement contains the entire understanding of the parties relating to the subject matter, and shall not be altered, modified, amended, waived or supplemented in any manner whatsoever except by a written agreement signed by both parties hereto or their duly authorized representatives. This Agreement may be executed, made and delivered electronically. To the maximum extent permitted by applicable law, I (a) covenant and agree not to elect a trial by jury with respect to any issue arising out of this Agreement or the Programs that is triable of right by a jury, and (b) waive any right to trial by jury with respect to such issue to the extent that any such right exists now or in the future. This waiver of right to trial by jury is given knowingly and voluntarily.

I have read and understood this Agreement and enter into it voluntarily in consideration of the opportunity for my child to participate in the Programs. I acknowledge I am giving up legal rights and/or remedies, which may be available to me as specifically outlined above.

Child's Full Name _____ Date of Birth _____

Parent/Guardian #1 Printed Name _____ Signature _____ Date _____

Parent/Guardian #2 Printed Name _____ Signature _____ Date _____