

CARROLLWOOD DAY SCHOOL

Visitor Acknowledgment, Waiver of Liability and Assumption of Risk Agreement

1. _____(Initial) I understand that by agreeing to be on Carrollwood Day School's premises and campus, there is a possibility that I could be exposed to the coronavirus (COVID-19).
2. _____(Initial) I attest to the fact that I have not had any of the known symptoms of COVID-19 (e.g., fever, cough, shortness of breath or difficulty breathing, chills, repeated shaking with chills, muscle pain, headache, sore throat, or new loss of taste or smell) *within the last 14 days*.
3. _____(Initial) I further attend that I have not been in close contact with someone with a suspected or confirmed case of COVID-19 *within the last 14 days*.
4. _____(Initial) I acknowledge that Carrollwood Day School is taking reasonable measures to prevent the transmission of COVID-19 consistent with applicable public health guidelines. I also acknowledge and recognize that it is impossible to ensure that Carrollwood Day School's premises and campus are 100% free of COVID-19 and that being on Carrollwood Day School's premises and campus contain inherent risks that cannot be eliminated regardless of the care taken to avoid the spread of COVID-19. I acknowledge, understand, and appreciate these and other risks are inherent in being on Carrollwood Day School's premises and campus.
5. _____(Initial) It is my clear understanding that being on the premises and campus, with the possible exposure to COVID-19, creates a risk normally associated with such activities and may result in severe injury, including death. I understand that I am voluntarily going on the premises and campus with knowledge of the dangers involved, and I agree to accept all risks.
6. _____(Initial) In consideration of being permitted on Carrollwood Day School's premises and campus, I for myself, my heirs, legatees and assigns, do hereby knowingly and voluntarily:
 - (a) release, waive and discharge any claims that I have or may have in connection with COVID-19 and covenant not to file a lawsuit against Carrollwood Day School, or any of its shareholders directors, officers, employees, and agents (collectively, the "Released Parties") for any injuries, losses, costs, expenses or damages (including any consequential, special or punitive damages) resulting from my contracting COVID-19; and
 - (b) agree to indemnify and hold harmless each of the Released Parties for all damages, losses, costs and expenses (including, without limitation, reasonable attorneys' fees) incurred or suffered, directly or indirectly, by Carrollwood Day School in connection with or as a result of my violation of this Acknowledgement, Waiver of Liability and Assumption of Risk Agreement.

(Complete both pages)

7. _____(Initial) I understand that this Acknowledgement, Waiver of Liability and Assumption of Risk Agreement is intended to be as broad and as inclusive as permitted by the laws of Florida in which Carrollwood Day School is located, and agree that if any portion of this Acknowledgement, Waiver of Liability and Assumption of Risk Agreement is deemed or determined to be invalid for any reason, the remainder of this Acknowledgement, Waiver of Liability and Assumption of Risk Agreement will continue in full legal force and effect. I further agree that any legal proceedings related to this Acknowledgement, Waiver of Liability and Assumption of Risk Agreement shall take place in Tampa, Florida.

ACKNOWLEDGEMENT OF UNDERSTANDING: I am of legal age and am freely signing this Acknowledgement, Waiver of Liability and Assumption of Risk Agreement. I have read this Acknowledgement, Waiver of Liability and Assumption of Risk Agreement fully, understand its terms and understand that I am giving up substantial rights. I acknowledge that I am signing the agreement freely and voluntarily and intend my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law.

Visitor Name (print)

Date

Visitor Signature