

## <u>These Terms and Conditions of CMS Program Enrollment</u> <u>Affect Your Legal Rights and Remedies. Please Read Carefully.</u>

## CANTON MONTESSORI SCHOOL PLEDGE, WAIVER, AND RELEASE

Schools/Childcare facilities, including Canton Montessori School ("CMS"), pose an inherent risk that viruses will spread amongst students and staff, including but not limited to COVID-19. While CMS cannot eliminate this risk, it has adopted the CMS COVID-19 Mitigation Plan (the "Plan") to help reduce this risk. The Plan is attached to and incorporated into this Pledge, Waiver, and Release. CMS is committed to complying with protective measures and sanitation protocols enumerated in the Plan. In order for the Plan to be most effective, CMS staff and all families with students attending CMS must comply with its terms. Consequently, as a condition of attendance and participation, CMS is requiring all families enrolling students at CMS on or after June 8, 2020 to:

1) Promise to comply with the Plan as well as all applicable local, state, and federal laws regarding COVID-19;

2) Acknowledge that there is inherent risk of dissemination of COVID-19 in education and childcare facilities located within Canton, Ohio including CMS, and agree to assume the risk of contracting COVID-19 as a condition of enrolling in any and all CMS programs; and 3) Recognize that even if CMS, its students, and their family members all comply with the Plan, such preventative measures may be insufficient to prevent the spread of COVID-19 within the CMS community. While CMS strives to maintain the sanitation and safety of the school from viral infection, CMS staff members may make MISTAKES or inadvertently act NEGLIGENTLY in trying to do so. In exchange for attendance and participation in CMS programs, attending students and family members of those students (and anyone that could legally stand in their place) agree to release, indemnify, and hold harmless CMS (and its past, present, and/or future board members, administrators, officers, employees, volunteers, agents, attorneys, insurers, representatives, designees, and assigns) from all liability or claims arising from CMS's NEGLIGENCE or MISTAKES, whether involving inherent risks or otherwise, related to students' and families' exposure to the COVID-19 virus and CMS's attempts to mitigate the spread thereof. These assumed risks include but are not limited to illness, bodily injury, property loss, and death. By enrolling a student in the CMS program and signing this Pledge, Waiver, and Release, you represent that you fully understand and agree to CMS's terms as set forth above, and accept CMS's terms on behalf of your student. This Pledge, Waiver, and Release is limited to the dissemination, contraction, and exposure to COVID-19 and the consequences thereof and is in no way intended to reduce obligations CMS has to its students regarding general student welfare and safety under federal or Ohio law.

Name of Enrolled Student (Print):

Date:\_\_\_\_\_

Parent or Guardian of Enrolled Student (Print):

Parent or Guardian of Enrolled Student (Signature):