



COVID-19 Release, Hold Harmless, Indemnification and Waiver

I (We), the undersigned and my/our child, (hereinafter “Child”) and (collectively hereinafter “Releasees”) have chosen to permit my (our) Child, to attend the Cape Eleuthera Island School (collectively hereinafter “CEIS”) during the COVID-19 Pandemic and agree to release, indemnify, hold harmless and waive any legally allowable claim the Releasees may have arising from the COVID-19 virus against CEIS, its officers, agents, directors, independent contractors, volunteers, students, employees and other representatives (hereinafter “Released Parties”) as more fully set forth below.

Name of Guardian *

Name of Participant *

Acknowledgement of Inherent Risks

I (We) expressly understand and agree that attendance at CEIS during the COVID-19 Pandemic presents certain risks and dangers to my (our) Child, both serious and minor arising from being exposed to the COVID-19 virus. The novel coronavirus, COVID-19, is a highly infectious, life-threatening disease declared by the World Health Organization to be a global pandemic. COVID-19’s highly contagious nature means that contact with others, or contact with surfaces that have been exposed to the virus, can lead to infection. Additionally, individuals who may have been infected with COVID-19 may be asymptomatic for a period of time, or may never become symptomatic at all.

By signing this agreement, I (We) acknowledge the contagious nature of COVID-19, the fact that it can be difficult to identify in another, and the inherent risks of exposure to those who may be infected with COVID-19. I (We) voluntarily assume the risk that our Child may be exposed to or infected by COVID-19 on campus and that such exposure or infection may result in personal injury, illness, permanent disability, and/or even death. I (We) understand and acknowledge that given the unknown nature of COVID-19, it is not possible to fully list each and every individual risk of contracting COVID-19, nevertheless some of the generally understood risks are: acute respiratory failure, pneumonia, acute respiratory distress syndrome, acute liver injury, blood clots, acute cardiac arrest, injury, secondary infection, acute kidney injury, septic shock, disseminated intravascular coagulation, pediatric multisystem inflammatory syndrome and death. I (We) understand that the risk of becoming exposed to or infected by COVID-19 at CEIS may result from the actions, omissions, or negligence of the child and others, including, but not limited to the Released Parties. I (We) recognize that CEIS cannot limit all potential sources of COVID-19 infection.

By signing this agreement, I (We) understand that the use of PPE does not remove all risks of illness, nor does it make it inherently safe to return to The Island School campus. No party related to CEIS, including the Released Parties, has made any representations regarding the safety of, or the risks of, attending our program. I (We) have relied instead on my (our) own judgment as to whether to undertake the risks. I (We) voluntarily assume full responsibility for any and all risks of illness or injury associated with my exposure to COVID-19, as well as from use of any protective equipment, including face masks, that CEIS may voluntarily provide to my (our) Child. I (We) completely absolve the Released Parties of any and all legal or financial responsibility, including, but not limited to, any personal injury, disability, illness, damage or death from exposure to COVID-19, whether such exposure occurs before, during or after my Child's return to the campus. Also, I (We) agree, on behalf of myself, my personal representatives and heirs, not to make any type of legal or equitable claim on the Released Parties with respect to any exposure I (We or our Child) may have relative to COVID-19, whether or not it arises through the negligence, omission, default or other action of anyone affiliated with CEIS, including fellow students.

By typing your name in the Signature box below, you are signing this Agreement electronically. You agree that your electronic signature is the legal equivalent of your manual signature.

Participant Signature

Date



Month Day Year

Guardian Signature

Date



Month Day Year

Indemnification and Hold Harmless

The undersigned, specifically understand I (We) are responsible, and on behalf of themselves and their Child, agree to indemnify, defend and hold harmless the "Released Parties" from any and all liability, actions, causes of action, claims or demands of every kind and nature whatsoever or related to in any way the COVID-19 virus, whether or not caused by the negligence (active or passive) of the Released Parties and specifically any claim for negligence or negligent acts which may arise out of, or in connection with, the undersigned's involvement in the program.

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Participant Signature

Date



Month Day Year

Guardian Signature

Date



Month Day Year

Release of Claims

In consideration of being allowed to attend CEIS, I (We), my (our) Child, their heirs, executors, administrators, employers, agents, representatives, insurers, and attorneys, hereby release and discharge the Released Parties from any and all legal claims which may arise from or relate to the COVID-19 virus, including but not limited to any negligent act or omission by the Released Parties or claims for reimbursement of tuition or any related costs if the program is interrupted. I (We) further release and discharge the Released Parties from liability for any accident, illness, injury, loss or damage to personal property, or any other consequence arising or resulting directly or indirectly from the COVID-19 virus. I (We) acknowledge and agree that the Released Parties assume no responsibility for any liability, damage, or injury that may be caused by our Child's negligent or intentional acts or omissions committed prior to, during, or after attendance at CEIS, or for any liability, damage or injury caused by the intentional or negligent acts or omissions of any other student at the Cape Eleuthera Island School, or caused by any other person.

Severability

It is agreed that if any provision of this release is held invalid, the invalidity shall not affect other provisions of this release which can be given effect.

Governing Law

This release shall be construed in accordance with, and governed by, the laws of the Commonwealth of The Bahamas.

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Month Day Year