

## **FAITH LUTHERAN CHURCH AND PRESCHOOL CERTIFICATION AND WAIVER/RELEASE**

The novel coronavirus (COVID-19) has been declared a worldwide pandemic by the World Health Organization. **COVID-19 is extremely contagious** and is believed to spread mainly from person-to-person contact. Tennessee Governor Bill Lee has allowed the re-opening of some Tennessee services, including childcare services. As such, Faith Lutheran Church and Preschool has decided to offer childcare services for preschoolers. Faith Lutheran has put in place preventative measures to reduce the spread of COVID-19 during childcare. However, many of the safety precautions from health organizations (i.e. face masks, social distancing, etc.) are not feasible with young children. Furthermore, Faith Lutheran Preschool **cannot guarantee** that any parent and/or child will not become infected with COVID-19 during or after coming to campus. Coming onto campus and having your child participate in the childcare program **could increase your risk and your child(ren)'s risk of contracting COVID-19 and/or infecting other people. Participation in the childcare services is completely voluntary and is not required and/or compelled by Faith Lutheran Church and Preschool.** All participants will have to follow the Health & Safety Guidelines for the childcare services set out by Faith Lutheran Preschool. Such guidelines may be revised at any time, depending on changing health conditions and/or local or state order. In addition, at any time, at the sole discretion of Faith Lutheran Preschool, any and all childcare services may be closed or discontinued.

### **CERTIFICATION/SCREENING**

I agree and certify to all of the following statements for myself as well as my minor children/wards listed below:

- **I/my child(ren) have not been lab confirmed and/or am not waiting for a lab confirmation that I/my child(ren) have COVID-19.**
- I/my child(ren) have not experienced any of the following signs or symptoms of possible COVID-19: cough, shortness of breath, difficulty breathing, chills, repeated shaking with chills, muscle pain, headache, sore throat, loss of taste, loss of smell, diarrhea, feeling feverish or a measured temperature greater than or equal to 100.0 degrees Fahrenheit.
- I/my child(ren) have not had close contact with a person who is lab confirmed to have COVID-19 within the last 14 days.
- I/my child(ren) agree to follow the Faith Lutheran Church and Preschool Health & Safety Guidelines for childcare services.

If you cannot agree and certify to **all** of the above statements for yourself and each of the children/wards listed below from now and throughout the childcare services, the individual who cannot certify to all of the above statements will not be allowed to participate or come on to the campus for the childcare services until certain conditions are met.

### **ASSUMPTION OF RISK/WAIVER & RELEASE OF LIABILITY/INDEMNIFICATION AGREEMENT**

In consideration of being allowed to participate in and/or attend any Faith Lutheran Church and Preschool childcare services, the undersigned acknowledges, appreciates, and agrees:

1. I acknowledge the contagious nature of COVID-19 and agree that participation and/or attendance in the childcare services includes possible exposure to and illness from COVID-19. While particular rules and personal discipline may reduce this risk, the risk of serious illness and death does exist; and,
2. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE ACTIONS, OMISSIONS, OR NEGLIGENCE OF OTHERS (including Faith Lutheran Church and Preschool employees, agents, Board members, or volunteers as well as other participants and /or attendees) and assume full responsibility for my participation and/or attendance; and,
3. I willingly agree to comply with the stated and customary terms and conditions for participation as regards protection against infectious diseases. If, however, I observe and/or experience any unusual or significant

hazard during my presence or participation (including the onset of symptoms of possible COVID-19, I will remove myself from participation or attendance and bring such to the attention of the Director; and,

4. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, hereby absolutely, unconditionally, and irrevocably, covenant and agrees that it will not sue, and hold harmless Faith Lutheran Church and Preschool, their officers, board members, officials, agents, and/or employees, and, if applicable, owners and lessors of premises used to conduct the event(“RELEASEES”) WITH RESPECT TO ANY AND ALL CLAIMS FOR ILLNESS DISABILITY, DEATH, or loss or damage to person or property, WHETHER ARISING FROM THE ACTIONS, OMISSIONS, AND/OR NEGLIGENCE OF RELEASEES OR OTHERWISE, to the fullest extent permitted by law. I understand and agree that this release includes any claims based on the actions, omissions, or negligence of the Releasees whether a COVID-19 infection and/or any resulting illness occurs before, during, or after the summer program.

**I HAVE READ AND CERTIFY TO ALL THE STATEMENTS IN THE CERTIFICATION, I HAVE READ THE ASSUMPTION OF RISK / WAIVER AND RELEASE OF LIABILITY / INDEMNIFICATION AGREEMENT, I FULLY UNDERSTAND THE TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN BELOW FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.**

Name of Adult Dropping Off/Picking Up: \_\_\_\_\_

Adult Signature: \_\_\_\_\_ Date Signed: \_\_\_\_\_

Name of Adult Dropping Off/Picking Up: \_\_\_\_\_

Adult Signature: \_\_\_\_\_ Date Signed: \_\_\_\_\_

**FOR PARTICIPANTS/ATTENDEE OF MINORITY AGE (UNDER AGE 18 AT THE TIME OF CEREMONY)**

This is to certify that I, as parent/guardian, with legal responsibility for the below named minor participant(s) or attendee(s), Have read and explained the provisions in this certification, assumption of risk, waiver/release to my child(ren)/ward(s), if possible, including the risks of presence and participation and his/her/their personal responsibilities for adhering to the Faith Lutheran Church and Preschool Health & Safety Guidelines for childcare services. My child(ren)/ward(s) and/or me on behalf of my child(ren)/ward(s) understand, certify, and accept these risks and responsibilities. I also certify to all of the statements in the certification above for my child(ren)/ward(s) listed below. I, for myself and my child(ren)/ward(s) do hereby release and agree to RELEASE, INDEMNIFY AND HOLD HARMLESS the Releasees for any and all liabilities incident to my minor child(ren)'s/ward(s)'s presence or participation in these activities as provided above, EVEN IF ARISING FROM THE ACTIONS, OMISSIONS, AND/OR NEGLIGENCE OF RELEASEES, to the fullest extent provided by law. I understand and agree that this release includes any claims based on the actions, omissions, or negligence of the Releasees whether a COVID-19 infection and/or any resulting illness occurs to my child(ren)/ward(s) before, during, or after the childcare services.

Name(s) of Minor Child(ren)/Ward(s): \_\_\_\_\_ Daily Temperature \_\_\_\_\_

Names of Parents/Guardians: \_\_\_\_\_

Parent/Guardian Signature: \_\_\_\_\_ Date signed: \_\_\_\_\_

Parent/Guardian Signature: \_\_\_\_\_ Date signed: \_\_\_\_\_