

PROACTIVE 2019 LLC
ASSUMPTION OF RISK, RELEASE AND WAIVER OF LIABILITY, AND INDEMNITY AGREEMENT

Adult Member/Participant Name (Please Print): _____

Minor Member/Participant Name (if applicable): _____

Additional Minor Member/Participants Listed Below (if applicable)

IN CONSIDERATION of the use of facilities, services, and programs of PROACTIVE 2019 LLC (“PSP”), including the use by any of the children listed above, the “Adult Member/Participant whose name appears above (hereinafter referred to as “the undersigned”), on behalf of himself or herself and Minor Member/Participant listed above or on any attachment to this ASSUMPTION OF RISK, RELEASE AND WAIVER OF LIABILITY, AND INDEMNITY AGREEMENT (“Agreement”) hereby acknowledges, agrees and represents that that the undersigned accepts the premises, equipment, facilities and affiliated program as safe and appropriate for their intended uses and for the participation by the undersigned and participating minor. As used in this Agreement, “use” includes and refers to any activities and observation of activities, drop-off and pickup of participants and any other activities by the undersigned, or by minor children related to or in the care of the undersigned, which may occur at or near the premises of PSP or through or in relation to any off-site program, event, activity or transportation sponsored or arranged by or through PSP.

In addition, the undersigned acknowledges and agrees that novel coronavirus (“COVID-19”) infections have been confirmed throughout the United States, including several cases in Los Angeles County, California. In accordance with the guidance and protocols issued by the World Health Organization (WHO), the Centers for Disease Control and Prevention (CDC), the California Department of Public Health (CDPH), and the Los Angeles County Department of Public Health (together, the “Public Health Agencies”) for slowing the transmission of COVID-19, the undersigned hereby agrees, represents, and warrants that neither the undersigned nor any participating minor listed in this Agreement will use or continue to use the facilities, services, or programs of PSP (other than any exclusively online services and programs) within 14 days after (i) returning from highly impacted areas subject to a CDC Level 3 Travel Health Notice, (ii) exposure to any person returning from areas subject to a CDC Level 3 Travel Health Notice, or (iii) exposure to any person who has a suspected or confirmed case of COVID-19. The CDC Travel Health Notices list is updated regularly and currently includes China, Iran, South Korea, and most of Europe. The undersigned agrees to check the CDC Travel Health Notices list (<https://www.cdc.gov/coronavirus/2019-ncov/travelers/index.html>) prior to any use of the facilities, services, and programs of the PSP, on a daily basis if necessary. The undersigned hereby agrees, represents, and warrants that neither the undersigned nor any participating minors shall visit or utilize the facilities, services, and programs of the PSP if he or she (i) experiences symptoms of COVID-19, including, without limitation, fever, cough or shortness of breath, or (ii) has a suspected or diagnosed/confirmed case of COVID-19. The undersigned agrees to notify the PSP immediately upon discovery that any of the foregoing access/use restrictions do or may apply.

The undersigned acknowledges and agrees that the PSP may revise its procedures at any time based on updated recommended guidance and protocols issued by the Public Health Agencies and further agrees to comply with PSP’s revised procedures upon PSP’s direction or request. The undersigned further acknowledges and agrees that, due to the nature of the facilities, services, and programs offered by the PSP, social distancing of 6 feet per person among participants in the setting is not possible. The undersigned fully understands and appreciates both the known and potential dangers of utilizing the facilities, services, and programs of the PSP and acknowledges

that use thereof by the undersigned and/or such participating children may, despite PSP's reasonable efforts to mitigate such dangers, result in exposure to COVID-19, which could result in quarantine requirements, serious illness, disability, and/or death.

IN FURTHER CONSIDERATION OF BEING PERMITTED TO ENTER THE PSP FOR ANY PURPOSE INCLUDING, BUT NOT LIMITED TO, OBSERVATION OR USE OF FACILITIES OR EQUIPMENT, OR PARTICIPATION IN ANY ON-SITE OR OFF-SITE PROGRAM AFFILIATED WITH THE PSP, THE UNDERSIGNED HEREBY AGREES TO THE FOLLOWING:

THE UNDERSIGNED, ON HIS OR HER BEHALF AND ON BEHALF OF SUCH PARTICIPATING MINOR, HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE PSP, its directors, officers, employees, volunteers and agents (hereinafter referred to as "Releasees") from all liability to the undersigned or such participating children and all personal representatives, assigns, heirs, and next of kin of the undersigned or such participating children for any loss or damage, and any claim or demands on account of any property damage or any injury to, or an illness or the death of, the undersigned or such participating children (or any person who may contract COVID-19, directly or indirectly, from the undersigned or such participating children) whether caused by the negligence, active or passive, of the Releasees or otherwise while the undersigned or such participating children are in, upon, or about the premises or any facilities or equipment therein or participating in any program affiliated with PSP. The undersigned expressly and knowingly waives all rights under California Civil Code Section 1542, which provides: **"A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."**

THE UNDERSIGNED HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the Releasees, and each of them, from any loss, liability, damages or costs they may incur, whether caused by the negligence, active or passive, of the Releasees or otherwise while the undersigned or any participating child is in, upon, or about the premises or any facilities or equipment therein or participating in any program affiliated with PSP.

The undersigned understands and agrees that the PSP is not required to provide insurance to cover the undersigned or such participating children in the event they suffer illness, injury, death, property loss, theft or damage of any sort upon, or about the premises or any facilities or equipment therein or participating in any program affiliated with PSP.

The undersigned agrees and acknowledges that use of thPSP facilities and services, and participation in the PSP programs, may involve inherent danger and risk, including, without limitation, the risk of physical illness or injury, death or property damage. THE UNDERSIGNED HEREBY ASSUMES FULL RESPONSIBILITY FOR, AND RISK OF ILLNESS, BODILY INJURY, DEATH OR PROPERTY DAMAGE to the undersigned or such participating children due to negligence, active or passive, of Releasees or otherwise while in, about or upon the premises of PSP and/or while using the premises or any facilities or equipment thereon or participating in any program affiliated with PSP. The undersigned acknowledges that any illness or injuries that the undersigned or such participating minors contract or sustain may be compounded by negligent first aid or emergency response of the Releasees and waive any claim in respect thereof.

THE UNDERSIGNED further expressly agrees that the foregoing ASSUMPTION OF RISK, RELEASE AND WAIVER OF LIABILITY, AND INDEMNITY AGREEMENT is intended to be as broad and inclusive as is permitted by the law of the State of California and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

I HAVE CAREFULLY READ AND VOLUNTARILY SIGN THIS ASSUMPTION OF RISK, RELEASE AND WAIVER OF LIABILITY, AND INDEMNITY AGREEMENT AND FURTHER AGREE THAT NO ORAL REPRESENTATIONS, STATEMENTS OR INDUCEMENT APART FROM THE FOREGOING WRITTEN AGREEMENT HAVE BEEN MADE. I AM AWARE THAT BY AGREEING TO THIS AGREEMENT I AM GIVING UP VALUABLE LEGAL RIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES FROM PSP IN CASE OF ILLNESS, INJURY, DEATH OR PROPERTY LOSS OR DAMAGE, INCLUDING, FOR THE AVOIDANCE OF DOUBT AND WITHOUT LIMITATION, EXPOSURE TO COVID-19 AT ANY PSP FACILITY OR PROGRAM AND FOR ANY ILLNESS, INJURY OR DEATH RESULTING THEREFROM. I UNDERSTAND THAT THIS DOCUMENT IS A PROMISE NOT TO SUE AND A RELEASE OF AND INDEMNIFICATION FOR ALL CLAIMS. IF SIGNING ON BEHALF OF MINOR: I ALSO UNDERSTAND THAT THIS AGREEMENT IS MADE ON BEHALF OF MY MINOR CHILD(REN), WARDS, FOSTER CHILDREN OR ANY OTHER MINOR CHILD IDENTIFIED IN OR FOR THIS AGREEMENT, AND I REPRESENT AND WARRANT TO PSP THAT I HAVE FULL AUTHORITY TO SIGN THIS AGREEMENT ON BEHALF OF SUCH MINOR(S).

I have read and understand the terms of this Assumption of Risk, Release and Waiver of Liability, and Indemnity Agreement and agree to its terms.

Signature: _____

Emergency Contact Name: _____

Date: _____

Emergency Contact Number: _____

Additional Minor Participants:
