



Assumption of Risk and Waiver of Liability Relating to COVID-19

The World Health Organization has declared the novel Coronavirus (COVID-19) a worldwide pandemic. Due to its capacity to transmit from person-to-person, the government has set recommendations, guidelines, and some prohibitions which Durham’s Partnership for Children’s, contracting North Carolina Pre-Kindergarten (NC Pre-K) programs and partners adheres to comply.

North Carolina’s Department of Health and Human Services released the [ChildCare Strong NC Public Health Toolkit](#) and [Interim COVID-19 Reopening Policies for NC Pre-K Program](#). This guidance is intended to help licensed/regulated child care facilities make informed decisions about COVID-19 and minimize the risk of exposure to both the staff and the children in their care.

We cannot guarantee that you will not become infected with COVID-19. Further, providing NC PreK services could increase your risk of contracting COVID-19.

In consideration of my participation in the NC Pre-K and/or Durham PreK program, I acknowledge and agree to the following:

- I am aware of the existence of the risk on my physical appearance to the venue and my participation to the activity of the NC Pre-K/Durham PreK program that may cause injury or illness such as, but not limited to Influenza, MRSA, or COVID-19 that may lead to paralysis or death
- I have not experienced symptoms that of fever, fatigue, difficulty in breathing, or dry cough or exhibiting any other symptoms relating to COVID-19

Following the pronouncements above, I hereby declare that:

- I am fully and personally responsible for my own safety and actions while and during my participation, and I recognize that I may be, in any case, at risk of contracting COVID-19.
- With full knowledge of the risks involved, I hereby release, waive, discharge the Durham’s Partnership for Children, its board, officers, independent contractors (Durham PreK, Chapel Hill Training Outreach Project, Child Care Services Association, Durham Public Schools), affiliates, employees, representatives, successors, and assigns, Durham NC Pre-K sites, from any and all liabilities, claims, demands, actions, and causes of action whatsoever, directly or indirectly arising out of or related to any loss, damage, injury, or death, that may be sustained by me related to COVID-19 while participating in any activity while in, on, or around the premises or while using the facilities that may lead to unintentional exposure or harm due to COVID-19.
- I agree to indemnify, defend, and hold harmless Durham’s Partnership for Children’s and contracting North Carolina Pre-Kindergarten (NC Pre-K) and/or Durham PreK programs from and against any and all costs, expenses, damages, lawsuits, and/or liabilities or claims arising whether directly or indirectly from or related to any and all claims made by or against any of the released party due to injury, loss, or death from or related to COVID-19.

By signing below, I acknowledge that I have read the foregoing Assumption of Risk and Waiver of Liability Relating to Covid-19 and understand its contents; that I am at least eighteen (18) years old and fully competent to give my consent; That I have been sufficiently informed of the risks involved and give my voluntary consent in signing it as my own free act and deed; with full intention to be bound by the same, and free from any inducement or representation.

This waiver will remain effective until laws and mandates relevant to COVID-19 are lifted.

Signature: _____ Date: _____

Print Name: _____ Date: _____

Name of Participating Pre-K Site: _____

