

**COVID-19 RELEASE OF LIABILITY AND
ASSUMPTION OF RISK AGREEMENT (“AGREEMENT”)**

In consideration of the Released Parties (as defined below) allowing the undersigned and our minor children to access and attend the International School of Indiana (“ISI” or the “School”), I/we, the undersigned and, where applicable, as the parent(s) and/or legal guardian(s) of _____ (“Minor”), on our behalf and on behalf of Minor, as well as on behalf of our and Minor’s heirs, next of kin, assigns, and personal representatives, do hereby understand, acknowledge and agree to the following:

1. I/we and Minor understand that there is currently an ongoing public health emergency related to the COVID-19 virus. I/we and Minor have reviewed the School’s plan to return to in-person instruction (www.isind.org/returnitinerary). I/we and Minor further understand that while ISI has undertaken multiple measures to minimize the risk of COVID transmission by following, where possible, CDC, state and local guidelines for schools as communicated in the School’s plan to return to in-person instruction, there still remains the general risk of contracting the virus while enrolled at ISI. I/we and Minor indeed acknowledge that there is no way to eliminate all risk of COVID transmission. I/we and Minor understand that the COVID-19 pandemic presents unique health and safety risks and dangers, known and unknown, inherent and otherwise, that cannot be eliminated and which can cause injury, illness, paralysis or death to me/us, Minor, other of our family members and other third parties.

2. I/we and Minor represent that we have not had COVID-19 or experienced COVID-19 symptoms in the three weeks prior to signing this COVID-19 Release of Liability and Assumption of Risk Agreement (“Agreement”). I/we and Minor further represent that we are not aware of being exposed in the three weeks prior to signing this Agreement to any individual who has received a COVID-19 diagnosis, has been suspected of having COVID-19, or has experienced COVID-19 symptoms. If at any time I/we or Minor contract COVID-19 or become aware that I/we or Minor have been exposed to an individual in the prior three weeks who has experienced a COVID-19 diagnosis, been suspected of having COVID-19 or experienced COVID-19 symptoms, I/we shall immediately contact ISI personnel and I/we shall not return or allow Minor to return to the School without authorization.

3. I/we and Minor knowingly agree to assume and/or incur all risks of loss, impairment, damage, illness, or injury, including death, whether disclosed or not, that may be sustained or suffered by my/our and/or Minor’s participation and attendance at ISI or any other activity or conduct associated with ISI and caused by or related to the COVID-19 virus, even if those risks arise from the negligence of the School or others connected to or affiliated with the School, and I/we and Minor assume full responsibility for my/our and Minor’s participation and attendance at ISI as it relates to the health and safety risks and dangers of the COVID-19 virus.

4. I/we and Minor, on our behalf and on behalf of Minor, as well as on behalf of our and Minor’s heirs, next of kin, assigns, and personal representatives, HEREBY RELEASE, HOLD

HARMLESS, and INDEMNIFY ISI and any related entities, officers, directors, owners, officials, agents, employees, insurers, and anyone associated in any way with ISI (“Released Parties”), from and against any and all claims, demands, actions, causes of action, lawsuits, expenses, losses, and liability (including attorney’s fees) arising out of or related to any INJURY, ILLNESS, DISABILITY, OR DEATH I/we or Minor may suffer, or loss or damage to person or property I/we or Minor may incur, as a direct or indirect result of my/our and/or Minor’s participation and attendance at ISI or any other activity or conduct associated with the School and caused by or related to the COVID-19 virus, WHETHER ARISING FROM THE NEGLIGENCE OF ISI, ANY PARTY CONNECTED TO OR AFFILIATED WITH ISI OR OTHERWISE, to the fullest extent permitted by law.

5. I/we and Minor further agree that each of the provisions of this COVID-19 Release of Liability and Assumption of Risk Agreement shall be enforceable independently of any other provision of this Agreement. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid, under applicable law, but if such provisions shall be prohibited by or invalid under applicable law, such provision shall be void without effecting the validity or enforceability of the remaining provisions of this Agreement. I/we and Minor further acknowledge and agree that the law of the State of Indiana will govern the interpretation, validity, and effect of this Agreement without regard to the place of execution or place of performance thereof or Indiana's choice of law rules. I/we and Minor further acknowledge and agree that any legal action with respect to this Agreement or any injury, disability, or death occurring in whole or in part as a result of my/our or Minor’s participation and attendance at the School and caused by or related to the COVID-19 virus shall be venued in the state or federal courts located in Marion County, Indiana.

6. I represent and warrant that I am at least eighteen (18) years of age at the time of signing this Agreement and that I am either the parent or legal guardian of Minor.

I HAVE CAREFULLY READ THIS COVID-19 RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT AND FULLY AGREE WITH ITS TERMS. I UNDERSTAND IT IS A RELEASE AND WAIVER OF CLAIMS RELATING TO COVID-19 TO THE MAXIMUM EXTENT PERMISSIBLE UNDER APPLICABLE LAW, AND SHALL BE LEGALLY BINDING UPON ME/US, MINOR AND MINOR’S HEIRS, NEXT OF KIN, ASSIGNS, AND PERSONAL REPRESENTATIVES.

DO NOT SIGN THIS AGREEMENT IF YOU DO NOT UNDERSTAND OR AGREE WITH ITS TERMS.

Signature of Parent or Legal Guardian

Signature of Parent or Legal Guardian

Printed Name of Parent or Legal Guardian

Printed Name of Parent or Legal Guardian

Date

Date