



WAIVER AND RELEASE OF LIABILITY AGREEMENT FOR PRESCHOOL, CAMPS AND OTHER PROGRAMS FOR MINORS

Caughlin Club Management Partners, dba Caughlin Club Kidz is re-opening the preschool as an essential business in Nevada and is implementing additional procedures in an attempt to minimize the possibility of the transmission and spread of COVID-19. Even with enhanced procedures as recommended by various knowledgeable sources, there can be no assurance that the virus will not impact our facility, its children and their families. It is a known fact that certain infected people may be asymptomatic, and the virus is highly transmissible and even with extra precautions, it is not possible to provide 100% assurance the virus will not impact facility or your child.

READ CAREFULLY BEFORE SIGNING YOU ARE GIVING UP LEGAL RIGHTS

In consideration for and as an express condition for my child being granted permission to participate in Caughlin Preschool care, Adventure Camp camps, programs and field trips or to enter any premises in connection with programs offered by Caughlin Club Kidz and Caughlin Adventure Camp and all affiliated entities, and as a condition to participation in any related activities whether or not such activities are at or around the facility (collectively, "activities"), the undersigned enters into this agreement with Caughlin Club Management Partners, LLC, a Nevada limited liability company, doing business as "Caughlin Athletic Club, Caughlin Club Kidz and Caughlin Adventure Camp, (collectively "Caughlin Club") and agrees to the following:

CONSENT TO ASSUME RISKS, AWARENESS OF INHERENT RISKS, AND EXPRESS ASSUMPTION

OF RISK: I understand that anyone participating in any classroom or activity, whether at the Caughlin Club facilities, on a field trip or traveling to and from a field trip can potentially encounter and contract COVID-19, including from individuals carrying the virus or from airborne particles or particles on surfaces. I understand that the illness can be quite severe and can result in injuries of all kinds, including death, or serious disability. I understand these risks and dangers that are inherent in these activities, I consent to them, and **I agree to assume ALL of them**, on behalf of myself and/or my child(ren) whether listed on this agreement or not. I agree that I and/or my child(ren) am voluntarily participating in the activities offered by Caughlin Club including, but not limited to, the use of the equipment, facilities and the premises.

WAIVER AND RELEASE OF LIABILITY: As lawful consideration for being allowed to engage in any of the aforementioned activities, now and in the future, I, on behalf of myself and my spouse, parents, heirs, representatives, assigns, minor child/children or legal wards, agree to each of the following:

(a) I agree to assume full responsibility for any expenses, damages or losses of any kind that I or my child(ren) may sustain from contracting COVID-19;

(b) I agree that Caughlin Club and its respective owners, directors, camp counselors, managers, employees, agents,

heirs, family members, assigns, representatives, affiliated persons, volunteers, sponsors, groups and others acting on their behalf (hereafter referred to collectively as the "Releasees") shall not be liable for any losses, injuries, or damages that I (which includes the signer and signer's minor child/children or legal wards) may sustain as a result the potential exposure to COVID-19 while engaging in any of the activities; and

(c) I fully and forever release, waive, and discharge all claims, demands, damages, legal actions, causes of action, or rights of action (present or future) of any kind against the Releasees whether the claims are known, unknown, anticipated or unanticipated, and whether caused by the Releasees' ordinary negligence, any act or omission on the part of any Releasees, or other cause arising out of me or my child(ren)'s use of the preschool or engaging in the activities at the Releasees' facility (or elsewhere with regard to field trips) at any time (hereinafter the "claims"). This Waiver and Release of Liability includes claims pertaining to without limitation, any activities, instruction or supervision by Releasees resulting in potential contact with COVID-19 or other illnesses. This Release of Liability also expressly includes a release for any and all claims arising out of or under Nevada Law related to losses sustained from exposure to COVID-19. The term "damages," as used in this document, means, for example, medical expenses, any and all claims or losses because of bodily injuries, mental/emotional injuries, or death. This document is intended to apply and be binding regardless of whether I or my child(ren) am/are participating in these activities, or are near enough to be in any way effected by them.

CONSENT TO ARBITRATION: If there are any disputes regarding or arising under this agreement, I, on behalf of myself and/or my child, hereby waive any right that I and/or my child may have to a trial and agree that such dispute shall be brought within one year of the date of this agreement and will be determined by binding arbitration before one arbitrator to be administered by JAMS pursuant to its Comprehensive Arbitration Rules and Procedures and pursuant to Nevada law. I further agree that the arbitration will take place solely in Washoe County in the state of Nevada and that the substantive law of Nevada shall apply.

INDEMNITY AGREEMENT. To the fullest extent permitted by law, I also agree to indemnify and hold harmless Releasees against and fully reimburse them for any and all claims, demands, actions, liabilities, losses, or suits that are brought against the Releasees related to COVID-19 which are in any way connected with participation in any of the aforementioned activities at any time, including claims that allege intentional or negligent acts or omissions of the Releasees. This indemnification shall also include reimbursement of reasonable attorney fees incurred by the Releasees or by others on their behalf. This Indemnity Agreement is made in accordance with Nevada law.

I agree that Nevada law applies to this document, and I agree that this document shall be enforced to the greatest extent permitted by law. If any clause conflicts with applicable law, only that clause will be null and void, but the remainder shall stay in full force and effect. This document can only be modified in writing and signed by me and Caughlin Club. I agree to pay any attorney fees and costs the Releasees may incur to enforce this Agreement as it relates to me or my child(ren), and I agree to indemnify and hold harmless the Releasees for such fees and costs.

ALSO, I HEREBY REPRESENT:

- I AM AT OR OVER 18 YEARS OF AGE;
- I AM OF SOUND MIND AND AM NOT SUFFERING FROM SHOCK OR UNDER THE INFLUENCE OF ALCOHOL, DRUGS, OR INTOXICANTS THAT AFFECT MY ABILITY TO READ AND UNDERSTAND THIS DOCUMENT;
- I HAVE READ THIS ENTIRE DOCUMENT (ALL THREE PAGES), AND I FULLY UNDERSTAND IT;
- I HAVE BEEN GIVEN AN OPPORTUNITY TO DISCUSS THIS DOCUMENT AND ITS CONTENTS WITH MY LEGAL COUNSEL BEFORE SIGNING;
- I INTEND FOR THIS DOCUMENT TO BE VALID AND BINDING TODAY AND AT ALL TIMES IN THE FUTURE;
- BY SIGNING THIS DOCUMENT, I ACKNOWLEDGE THAT IF ANYONE BECOMES ILL BY MY PARTICIPATION AND/OR THAT OF MY MINOR CHILD/CHILDREN IN ANY OF THE ACTIVITIES, I MAY BE FOUND BY A COURT OF LAW TO HAVE WAIVED MY RIGHT TO BRING A LAWSUIT AGAINST ANY OR ALL OF THE RELEASED PARTIES; AND
- ALL OF THE INFORMATION THAT I HAVE PROVIDED IS TRUE AND ACCURATE.

MUST BE SIGNED BY A PARENT OR LEGAL GUARDIAN OF MINOR PARTICIPANT.

I ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS CONSENT TO ASSUME RISKS, AWARENESS OF INHERENT RISKS, AND EXPRESS ASSUMPTION OF RISK WAIVER AND RELEASE OF LIABILITY, CONSENT TO ARBITRATION AND INDEMNITY AGREEMENT, AND FULLY UNDERSTAND THAT IT IS A RELEASE OF ALL LIABILITY AND A WAIVER OF ANY RIGHT THAT I MAY HAVE ON BEHALF OF MYSELF AND OR MY CHILD(REN) TO BRING ALLEGATION OR ASSERT A CLAIM FOR INJURY OR LOSS OF ANY KIND RELATED TO COVID-19 AGAINST CAUGHLIN CLUB. SHOULD ANY CLAIM BE MADE, I UNDERSTAND AND AGREE THAT I WILL BE RESPONSIBLE FOR ALL ATTORNEYS FEES AND DEFENSE COSTS INCURRED BY THE RELEASEES IN CONNECTION WITH OF IN THE DEFENSE OF THAT CLAIM.

Child's Name: _____

Child's DOB: _____

Child's Name: _____

Child's D.O.B: _____

Child's Name: _____

Child's D.O.B: _____

Parent Signature

Parent Printed Name

Date

Parent Signature

Parent Printed Name

Date