**Saint Sergius Learning Center –Tolstoy Foundation, Inc.**

WAIVER OF LIABILITY AND HOLD HARMLESS FOR COMMUNICABLE DISEASES INCLUDING COVID-19

 **(One for each participant in school program)**

Student Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Gender (circle one) M - F Age\_\_\_\_\_\_\_ Grade: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date of Birth\_\_\_ /\_\_\_\_/\_\_\_

Name of Teacher/Volunteer\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Gender (circle one) M - F Age\_\_\_\_\_\_\_

Address \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_City\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

State\_\_\_\_\_\_\_Zip\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Email\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Home Phone\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Work Phone\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Cell Phone \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Emergency Contact \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Relationship to Student \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**AGREEMENT, WAIVER AND RELEASE**

In consideration of being admitted by the Saint Sergius Learning Center/Tolstoy Foundation Inc. as a student/teacher/volunteer, I hereby waive, release and discharge any and all claims for damage for personal injury, sickness, death or property damage which I may have, or which may hereafter accrue to me, as a result of attending the school program in person, and participating in activities in the school facilities and outside of them.

The World Health Organization has declared (“COVID-19”). COVID-19 is extremely contagious and it is believed to spread mainly from person-to-person contact.

While rules, guidance, and personal discipline may reduce this risk; **the risk of serious illness and death does exist.** Saint Sergius Learning Center/ Tolstoy Foundation, Inc. cannot completely mitigate the transfer of communicable diseases like COVID-19 especially when involved in classes, rehearsals, singing lessons, lunches, or any other school activities.

Participation in these school activities include possible exposure to illness, injury, or death from infectious diseases, including COVID-19.

In consideration for providing me/my child the opportunity to participate in the Saint Sergius School and its activities, any related transportation to and from these activities, both my child and/or I voluntarily agree to waive and discharge any and all claims against Saint Sergius Learning Center and the Tolstoy Foundation, Inc., and release it from the liability for any exposure to, or injury from an infectious disease including COVID-19, including claims for any negligent actions of the Center/School or its employees or agents, to the fullest extent allowed by law, for myself, my child, our estates, our heirs, our administrators, our executors, our assignees, and our successors.

I also agree to release, exonerate, discharge and hold harmless Saint Sergius Learning Center and the Tolstoy Foundation, Inc., its Board of Directors, the individual members thereof, and all officers, agents, administration, teachers, assistant teachers, employees, volunteers, and representatives from all liability, claims, causes of action, or demands, including attorney fees, fines, fees, or other costs (e.g. medical costs) arising out of any exposure to or illness or injury from an infectious disease including COVID-19, which may result from or in connection with me or my child’s participation in any activities.

I further certify and represent that I have the legal authority to waive, discharge, release, and hold harmless the released parties on behalf of myself, or the above-named student. (If Participant is a minor).

**I certify that I have carefully read this document in its entirety and fully understand its contents. In exchange for the opportunity to participate in the school year activities, the above-named student and I freely and voluntarily assume all risks of such hazards and notwithstanding such, release Saint Sergius Learning Center/ Tolstoy Foundation, Inc., from all liability for any loss regardless of cause, and claims arising from the student's participation in the school program and all activities. I sign this document by my own free will.**

**Print name of parents of students or legal guardians \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Father’s Signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Mother’s Signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Adult’s Signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**