

In consideration for my child's participation in T99 ("**Program**") at Jesuit College Preparatory School Of Dallas, Inc. ("**Jesuit**") located at 12345 Inwood Road, Dallas, TX 75244, I, and on behalf of my minor child ("**Child**") hereby release and agree not to sue Jesuit College Preparatory School Of Dallas, Inc. and each of its respective representatives, employees, subcontractors, agents, affiliates, subsidiaries, parents, owners, officers, directors, shareholders, governing entity(ies), and lessees of the premises and each person individually (collectively the "**Releasees**") from all present and future claims, liabilities, obligations, damages, losses, demands, costs or expenses (collectively, "**Claims**") that may be made by me, my family, estate heirs, or assigns for property damage, personal injury, or wrongful death arising as a result of my Child's participation in Program. In addition, I, on behalf of myself and Child acknowledge that the novel coronavirus ("**COVID-19**") infections have been confirmed throughout the United States, including cases in Texas.

Further, I, on behalf of myself and Child, acknowledge, accept and agree to the following:

- (1) The risk of serious sickness, injury and/or death from the activities involved in participating in Program is significant.
- (2) Neither I nor Child have been suspected or diagnosed/confirmed with a case of COVID-19.
- (3) Neither I nor Child have any of the following signs or symptoms of possible COVID-19, including but not limited to: (i) cough; (ii) shortness of breath or difficult breathing; (iii) muscle pain; iv) headache; (v) sore throat; (vi) diarrhea; and (vii) feeling feverish or a measured temperature greater than or equal to 100.0 degrees Fahrenheit.
- (4) I and Child must wear a face covering at all times while on Jesuit's property or while on transportation provided by Jesuit.
- (5) I and Child must keep six (6) feet of distance between myself and any other person at Jesuit.

The undersigned agrees to notify Jesuit immediately if he or she believes that any of the foregoing conditions or restrictions have presented themselves.

I understand and acknowledge that my Child's participation in Program may expose my Child to contact with one or more persons or objects that have been infected with, and/or exposed to, COVID-19. I understand that, as a result, my Child's participation in Program may expose my Child to a risk of exposure to or infection with COVID-19. I understand that medical research regarding the potential for infection with and harm caused by COVID-19 are ongoing, and that no widely-accepted vaccine against or cure for COVID-19 is currently available.

As a result, I understand that the potential risks associated with exposure to or infection with COVID-19 are not fully known, but may include significant and serious illness, bodily injury, disfigurement, temporary or permanent disability, and/or death. I understand that personal protective equipment ("**PPE**") to reduce the chances of exposure to or infection with COVID-19 may not be readily available for my Child's participation in Program, and that the use of PPE may not fully protect against or mitigate the risks posed by my Child's participation in Program. I understand and agree that Jesuit may not, and is under no legal duty to, provide my Child with any PPE.

Nevertheless, having considered the risks of my Child's participation in Program, including those outlined in this Waiver and Release, I have determined that I desire to have my Child participate Program, of my own free will. Accordingly, for good and valuable consideration, including without limitation the opportunity for my Child to participate in Program, I, on behalf of myself and Child, hereby waive any and all right of recovery, claims, actions or cause of action against the Releasees for any loss or damage which is insured against, regardless of cause or origin (including any claims related to COVID-19), including negligence of the Releasees and I covenant that no insurer shall hold any right of subrogation against the Releasees. I understand and agree that the Releasees listed above are not responsible for any injury or property damage arising out of Child's participation in Program, even if caused by their ordinary negligence. **I understand that participation in Program involves certain risks, including but not limited to, serious injury and death. I am voluntarily allowing Child to participate in Program with knowledge of the danger involved and agree to accept all risks of Child's participation.** I, on behalf of myself and Child, consent to administration of first aid and other medical treatment in the event of injury or illness. I also agree to indemnify and hold harmless the Releasees for all Claims arising out of Child's participation in Program, related activities including, but not limited to, the administration of any first aid and/or medical treatment. I understand that this document is intended to be as broad and as inclusive as permitted by the laws of the state of Texas and agree that if any portion

of this Agreement is invalid, the remainder will continue in full legal force and effect. I further agree that any legal proceedings related to this waiver will take place in Dallas County, Texas.

Jesuit has taken steps to implement recommended guidance and protocols issued by public health agencies for slowing the transmission of COVID-19. The undersigned acknowledges and agrees that Jesuit may revise its procedures at any time based on updated recommended guidance and protocols issued by public health agencies.

**I HAVE READ AND FULLY UNDERSTAND THIS WAIVER AND RELEASE AND HAVE BEEN AFFORDED THE OPPORTUNITY TO REVIEW THE CONTENTS OF THIS WAIVER AND RELEASE WITH AN ATTORNEY OF MY CHOOSING. I UNDERSTAND THAT I HAVE GIVEN UP, ON BEHALF OF MYSELF AND CHILD, SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY. I AM FREE TO DECLINE, NOW OR IN THE FUTURE, FOR MY CHILD TO FURTHER PARTICIPATE IN PROGRAM.**

<b>Participant Name (Print):</b>	<b>Date:</b>
<b>Signature:</b>	<b>Phone/Email:</b>

**MINORS/CHILD: IF PARTICIPANT IS UNDER 18 YEARS OF AGE OR UNDER LEGAL GUARDIANSHIP, SIGNATURE OF A PARENT OR GUARDIAN IS REQUIRED BELOW.**

<b>Parent/Guardian Name (Print):</b>	<b>Parent/Guardian Signature:</b>
<b>Minor/Child Name (Print):</b>	<b>Date:</b>
<b>Relationship to Minor/Child:</b>	