

WAIVER/RELEASE RELATING TO COMMUNICABLE DISEASES SUCH AS COVID-19

In consideration of allowing myself/my child/my children listed in the program registration to participate in the Tenafly Nature Center program, the registered parent(s) or legal guardian(s) acknowledges, appreciates, certifies and agrees that:

- 1. The participation of myself/my child/my children includes possible exposure to and illness from infectious diseases, including but not limited to MRSA, influenza, and COVID-19. While the Tenafly Nature Center (TNC) will attempt to reduce the risk with plans to practice and encourage social distancing and while personal discipline may reduce this risk, the risk of serious illness, injury, and death does exist.
- 2. If you or your child/children has/have a pre-existing health condition, exposure to COVID-19, or any other infectious disease may be more likely to cause serious illness, injury, or death.
- 3. While the TNC has instructed that its staff take precautionary measures to mitigate risks to ensure the health and safety of all other staff and participants, it cannot monitor such staff and participants around the clock to ensure they are taking adequate precautions.
- 4. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE of the Tenafly Nature Center Association, and it's board, officials, agents, employees, volunteers, consultants, other participants, and owners and lessors of the Tenafly Nature Center premises on which the Tenafly Nature Center programs and events will be held ("RELEASEES") or others, and assume full responsibility for myself/my child's/children's participation.
- 5. I certify that my participating child/children have not recently tested positive for, and is/are not exhibiting symptoms of COVID-19, which include a fever, cough, shortness of breath or difficulty breathing, loss of taste or smell, headache, chills, muscle or body aches and/or sore throat.
- 6. I certify that I have not recently tested positive for, and am not exhibiting symptoms of COVID-19, which include a fever, cough, shortness of breath or difficulty breathing, loss of taste or smell, headache, chills, muscle or body aches and/or sore throat. I certify that I do not have another household family member/roommate who has recently tested positive for or exhibited the above-referenced symptoms of COVID-19.
- 7. I willingly agree to, and to instruct my child/children to, comply with all recommendations provided by TNC to ensure safe interactions and learning. If, however, the TNC staff observe any repeated noncompliance or unwillingness of myself or my child/children to follow the guidelines that staff have set up to ensure social distancing occurring for the safety of all staff and other participants, the Tenafly Nature Center staff will contact me immediately to remove my child/children from continued participation.
- 8. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE AND HOLD HARMLESS the Tenafly Nature Center Association, and its board, officials, agents, employees, volunteers, consultants, other participants, and owners and lessors of the Tenafly Nature Center premises on which the Tenafly Nature Center programs and events will be held ("RELEASEES"), WITH RESPECT TO ANY AND ALL ILLNESS, INJURY, DISABILITY, DEATH, or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF RELEASEES OR OTHERWISE, to the fullest extent permitted by law.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY AGREEING TO IT AND REGISTERING FOR A TENAFLY NATURE CENTER PROGRAM. I HAVE AGREED TO IT AND REGISTERED FOR A TENAFLY NATURE CENTER PROGRAM FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

This is to certify that I, as parent/guardian, with legal responsibility for this registered participant, have read and explained the provisions in this waiver/release to my child/ward including the risks of presence and participation and his/her personal responsibilities for adhering to the rules and regulations for protection against communicable

diseases. Furthermore, my child/ward understands and accepts these risks and responsibilities. I for myself, my spouse, and child/ward do consent and agree to his/her release provided above for all the Releasees and myself, my spouse, and child/ward do release and agree to indemnify and hold harmless the Releasees for any and all liabilities incident to my or my minor child's/ward's presence or participation in these activities as provided above, EVEN IF A RISING FROM THEIR NEGLIGENCE, to the fullest extent provided by law. I have read and understand the following Waiver/Release for Communicable Diseases including COVID-19 and the program guidelines.