



Katie's Kids Yoga

Waiver of Liability and Indemnity, Assumption of Risk and Release

In consideration for being permitted to utilize the services and programs of Katie's Kids Yoga (KKY) and or for myself or my child/children listed above to participate in any program affiliated with KKY the undersigned, on behalf of himself or herself and such participating child/children and may personal representatives, heirs, and next of kin (hereinafter referred to as the undersigned) hereby acknowledge and agree that novel coronavirus(covid-19) have been confirmed throughout the United States, including Palm Beach County, Florida and constitute a potential risk to children and adults, including Those whose participate Including children, adults and KKY staff in a KKY class.

Please note our classes are held outdoors in a cool, controlled environment, at facilities, schools, after cares, day cares, community centers and facilities. KKY also has virtual classes online.

KKY does not have its own facility. All KKY in person classes will be held outside, with open ended tents, and fans. Therefore the undersigned hereby acknowledges such risk and agrees, represents and warrants that the undersigned has control, visit or utilize the facilities, services, and or programs of the KKY Other than any exclusively on line services and programs) within 14 days after returning from highly impacted areas subject to a CDC level 2,3,4 travel health notice, exposure to any person returning form areas subject to a cdc level 2,3,4 to a travel health notice or exposure to any person who has a suspected or confirmed case of Covid-19. THE CDC travel health network is continuously updating this agreement, the undersigned agrees to review the CDC travel health notices list prior to utilizing the facilities, services, and programs of the KKY and represents that they have made such a review.

The undersigned further hereby agrees, represents and warrants that neither the undersigned nor any persons under the undersigned control shall visit or utilize the facilities, services, and programs of the KKY if he or she experiences symptoms of Covid-19, including, without limitations fever, cough or shortness of breath, or has a suspected or diagnosed confirmed case of Covid-19. The undersigned agrees to notify KKY immediately return to the KKY class if contacted by our staff to pick up your child if your child is exhibiting flu like symptoms. The child will need to be picked up immediately if sick.

Katie's Kids Yoga 7100 W. Camino Real Boca Raton, Fla. 33433 www.katieskidsyoga.com

katieskidsyoga@gmail.com

954-815-5252

Initials: _____



The undersigned further acknowledges and agrees that, due to the nature of the facilities, services, programs offered by the KKY social distancing of six feet or more per person among children, teachers and school staff will be done on KKY end. The undersigned understands and appreciates the potential dangers of utilizing the facilities, schools, camps, community centers where KKY is having classes as well as at KKY outdoor classes, (virtual classes are not included) and acknowledges that there could be a risk to Covid-19 Despite KKY reasonable efforts to mitigate such dangers, result in exposure to Covid-19, which could result in quarantine requirements, serious illness, disability or death. KKY does not have its own facility but is hired by schools, camps, community centers, private groups KKY is only responsible for ensuring safety in the space that is given while working with the children or others.

The undersigned further Acknowledges that Covid-19 May lurk or exist undetected in the undersigned, the undersigned's children/child, this also includes adults, teachers, school staff in school settings. KKY private classes only include children and parents despite reasonable best efforts, the undersigned and or undersigns minors may be exposed to, contract or spread Covid-19. Consequently by choosing to attend or have undersigned's child/children attend KKY classes, undersigned expressly acknowledges an awareness of this potential exposure and expressly assumes any and all related risks and consequential damages.

In further consideration of being permitted to enter a KKY class for any purpose including, but not limited to, observation or use of facilities or equipment, or participation in any on-site or off site program affiliated with KKY, the undersigned hereby agrees to the following:

The undersigned, on his or her behalf and on behalf of such participating child/children, hereby releases, waives, discharges and covenants no to sue Katie's Kids Yoga of Boca Raton, it's teachers, agents, employees from any and all liability to the undersigned or such participating child/children and all personal representatives , assigns, heirs or next of kin of the undersigned or such participating child/children for any loss or damage, and any claims or demands on account of any property damage or any injury to, or an illness or the death of, the undersigned or such participating child/children or any person who may contract Covid-19 or any other air borne illnesses, flus or viruses, directly or indirectly from the undersigned or such participating child/children whether caused by any action or the negligence , active or passive, of KKY or otherwise while the undersigned of such participating child/children are in, upon or about the premises or any facilities or equipment therein or participating in any program affiliated with KKY.

The undersigned agrees to indemnify and save and hold Katie's Kids Yoga of Boca Raton, it's their directors, officers, employees, teachers agents and each of them, from any loss liability, damages or costs they may incur, whether caused by negligence,

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active or passive or otherwise while the undersigned or any participating child is in, upon, or about the premises or any facilities or equipment therein or participating in any program affiliated with KKY. The undersigned understands and agrees that the KKY is not required to provide insurance to cover the undersigned or such participating children in the event they suffer illness, injury death, property damage , theft or damage of any sort upon or about the premises or any facilities or illness, injury, death, property loss, theft, or damage of any sort or about the premises or any facilities or equipment therein or participating in any program affiliated with KKY.

KKY does have liability insurance and insurance coverage for the program.

The undersigned agrees and acknowledges that the use of KKY facilities and services and participation in the KKY programs may involve inherent danger and risk, including without limitation, the risk of physical illness or injury or death or property damage. The undersigned hereby assumes full responsibility for, and risk of illness, bodily injury, death or property damage to the undersigned or such participating children due to negligence, active or passive, or otherwise while in, about or upon the premises of KKY and while using the premises or any facilities or equipment thereon or participating in any program affiliated with the KKY. The undersigned acknowledges that any illness or injuries that the undersigned or such participating child/children contract or sustain may be compounded by negligent first aid or emergency response of the KKY and waive any claim in respect thereof.

The undersigned agrees to fully indemnify and hold KKY harmless for any and all losses, including but not limited to damages and attorney's fees and costs, whether incurred or imposed upon KKY as a result of any activity, loss injury or condition covered by agreement

The undersigned further expressly agrees that the foregoing waiver of liability and indemnity, assumption of risk and release agreement is intended to be as broad and inclusive as is permitted by the laws of the state of Florida and that if any portion thereof is held invalid, it is agreed that the balance shall notwithstanding, continue in full legal force and effect.

I have carefully read and voluntarily sign this waiver of liability and indemnity, assumptions of risk and release agreement and further agree that no oral representations, statements of inducement apart from the foregoing written agreement have been made. I am aware that by agreeing to this agreement I am giving up valuable legal rights, including the right to recover damages from KKY in Boca Raton. IN case of illness, injury, death or property loss or damage, including for the avoidance of doubt and without limitation, exposure to Covid-19 at any KKY class whether it is in a private setting or a school, facility, camp, community center, or private class or

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program and any illness, injury or death resulting there from. I understand that this document is a promise not to sue and release the indemnification for all claims. If signing on behalf of a minor: I also understand that this agreement is made on behalf of minor child/children and or legal wards and warrant that I have full authority to sign this agreement on behalf of such minor/minors.

I have read and understand all policies and safety procedures, I understand the assumption of risk, release and waiver of liability and indemnity and agreement and agree to its terms.

Parent/Guardian Signature _____

Parent/Guardian Name (printed) _____

Date: _____

Representative Signature: _____