

WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT

In consideration for receiving permission to be on the premises at Holy Cross Preparatory Academy (hereinafter the "Activity or Activities"), I, on behalf of myself and any minor child/children for whom I have the capacity to contract, hereby acknowledge and agree to the following:

1. I understand the hazards of the novel coronavirus ("COVID-19") and am familiar with the Centers for Disease Control and Prevention ("CDC") guidelines regarding COVID-19. I acknowledge and understand that due to changing circumstances, the CDC guidelines are frequently updated and I accept full responsibility for being familiar with the most recent updates and to conform to the requisite CDC guidelines while on the premises and participating in the Activity.
2. Notwithstanding the risks associated with COVID-19, which I hereby acknowledge, I am freely choosing to participate in the Activity.
3. I acknowledge and fully assume the risk of illness (including the risk of death) related to COVID-19 arising from my being on the premises and participating in the Activity and hereby release, waive and covenant not to sue (on behalf of myself and any minor children for whom I have the capacity to contract) Holy Cross Preparatory Academy, its officers, directors, agents, employees and assigns (the "Releasees") from any liability related to COVID-19 which might occur as a result of my being on the premises and participating in the Activities.
4. I shall indemnify, defend and hold harmless the Releasees from and against any and all claims, demands, suits, judgments, losses or expenses of any nature whatsoever (including, without limitation, attorneys' fees, costs and expenses of suit), arising from or out of, or relating to, directly or indirectly, the infection of COVID-19 or any other illness or injury.
5. It is my express and intent that this Waiver and Hold Harmless Agreement shall bind any assigns and representatives, and shall be deemed as a release, waiver, discharge, and covenant not to sue the above named Releasees. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of New Jersey.

IN SIGNING THIS AGREEMENT, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing Waiver of Liability and Hold Harmless Agreement, understand it and sign it voluntarily as my own free act and deed. I am at least eighteen (18) years of age and fully competent; and I execute this Agreement for full, adequate and complete consideration fully intending to bound by same.

IN WITNESS WHEREOF, I have signed this Waiver and Agreement under seal on this _____ day of _____, in the year _____.

NAME _____ SIGNATURE _____

NAME OF MINOR CHILD _____