

**The Discovery Program Inc (“Discovery”)
Covid-19 Agreement and Waiver
(as of September 9, 2020)**

The novel Covid-19 virus has been declared a pandemic that is extremely contagious. As a result, the decision by the Governor and the Mayor to allow our activities to resume does not mean that attending, or otherwise participating in, our activities is free of risk. Unfortunately, attending or participating in any activity outside the home still potentially increases the risk that the adult or child becomes infected with Covid-19 or a Covid-19 related illness.

Each parent or guardian must determine for themselves if they are willing to take the risks of enrolling their child to attend physically and enjoy directly the Discovery programs, including whether they need to take additional precautions to protect the health of their child and others in their household.

To reduce the risk of spreading Covid-19, Discovery has put in place certain health and safety preventative measures (the “Protocols”) based on the New York City Department of Health and Center for Disease Control guidelines. Discovery has provided the Protocols to parents and guardians for their use and the use of their other caregivers (if any), family members, guests, visitors and all other participants in our programs (all the parents, guardians, caregivers, family members, guests, visitors and participants being referred to, collectively, as the “Discovery Community”). The Protocols will also be available on an ongoing basis at <http://www.discoveryprograms.com/covid-19/>. Please note, however, that the Protocols are subject to modification in our discretion as the health and safety situation develops and as facts and circumstances require. In the event the Protocols are modified, copies of all modifications will be provided by email to each parent or guardian in advance or, where incidents or activities during the program day require a Protocol to be modified on the spot at the discretion of the supervising program adult, as soon afterward as practicable.

The full cooperation of the Discovery Community is a crucial part of effectively implementing the Protocols. As such, Discovery expects and requires compliance with the Protocols by all members of the Discovery Community. By signing this form (below), a parent or guardian both acknowledges that they have received and reviewed the Protocols and confirms that they understand and agree to

comply, and cause their child and other household members (including caregivers, if any) to comply, with the Protocols and any subsequent modifications at all times while their child is enrolled at Discovery. This includes completing the Health Questionnaire referred to in the Protocols at the times(s) required. A copy of this Agreement and Waiver must be signed and delivered to Discovery by email to info@discoveryprograms.com before a child attends their first class.

By signing this form, a parent or guardian also confirms that they: (1) understand the risks related to Covid-19 associated with enrolling their child at Discovery; (2) knowingly and willingly assume on behalf of their child, themselves and their other household members (including their caregivers (if any)) all the Covid-19 related risks to any of them associated with their child attending and participating in Discovery programs; (3) waive and release all causes of action, claims, demands, damages, costs, expenses and compensation for illness, damage or loss arising from or out of or relating to Covid-19 or any other illness, or privacy rights (“Claims”) that they or their child may have against Discovery and any of its directors, officers, employees or agents (collectively, “Discovery Personnel”); and (4) agree to be financially responsible for any Claims that may be caused by any act or failure to act by Discovery Personnel or any other person that the parent or guardian, their child or any other member of their household (including other caregivers, if any)) may assert against one or more Discovery Personnel.

I understand that this waiver is intended to be as broad and as inclusive as permitted by the laws of New York and agree that if any portion is held invalid, the remainder shall continue in full legal force and effect. I further agree that in the unlikely it event it becomes necessary, the venue for any legal proceedings shall be within the State of New York, County of New York.

Signature of Parent/ Guardian

Date

Name of Child