**Release and Indemnification Agreement**

**PLEASE READ CAREFULLY. THIS COVID-19 WAIVER, RELEASE AND INDEMNIFICATION AGREEMENT (“AGREEMENT”) AFFECTS YOUR LEGAL RIGHTS AND IS LEGALLY BINDING. BY SIGNING THIS AGREEMENT YOU ARE RELEASING TAWASAW RIPPLES FROM ALL LIABILITY AND FOREVER GIVING UP ANY CLAIMS THEREFOR.**

**COVID-19**

I acknowledge and agree that the COVID-19 public health emergency is currently ongoing, that COVID-19 is highly contagious and that no precautionary measures or practices can remove 100% of the risk of exposure to COVID-19.

**Permission to Participate**

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, in my legal capacity as parent/guardian of the child or children named below (“**Child(ren)**”), voluntarily and of my free will grant the Child(ren) permission to participate in Tawasaw Ripples activities (“**Activities**”) organized by Tawasaw for Child(ren) under the age of 18 years. Activities are to be held at the Muslim Community Association located at 3003 Scott Blvd, Santa Clara, CA and the Ed R. Levin park located at 3100 Calaveras Rd, Milpitas, CA (“**Activity Areas**”). I acknowledge and agree that participation in Activities comes with health and other risks including exposure to and transmission of COVID-19.

**Present Exposure to or Infection from COVID-19**

I represent that at the time of signing the Agreement, the Child(ren), other members of my household and I are not experiencing any symptoms typically associated with COVID-19.

**Consent to COVID-19 Screening**

I understand and agree that before accessing the Activity Area, the Child(ren) and I will be required to undergo a COVID-19 screening (“**Screening**”) including a temperature check. I agree and consent to the Screening each time the Child(ren) and I access the Activity Area.

**Assumption of Risk**

In consideration of the Child(ren)’s Activities provided by Tawasaw, I, in my legal capacity as parent/guardian of the Child(ren) on behalf of myself and the Child(ren), **voluntarily assume sole responsibility for all risks** associated with participation in Activities including the possibility of exposure to or transmission of COVID-19. Further, I agree on behalf of the Child(ren) and myself that Tawasaw, its officers, directors, agents, employees, volunteers, insurers and representatives (“**Indemnitees**”) will not be liable in any way whatsoever for any sickness including exposure to or transmission of COVID-19, illness, disease, disability, death, personal injury, property damage or accident of any kind suffered by the Child(ren) or myself due to the act, error, omission, misconduct or negligence of Indemnitees.

Further, I agree on behalf of the Child(ren) and myself that the Muslim Community Association (MCA), its officers, directors, agents, employees, volunteers, insurers and representatives (“**Indemnitees**”) will not be liable in any way whatsoever for any sickness including exposure to or transmission of COVID-19, illness, disease, disability, death, personal injury, property damage or accident of any kind suffered by the Child(ren) or myself due to the act, error, omission, misconduct or negligence of Indemnitees.

**Waiver, Release, Indemnification and Covenant Not to Sue**

I FURTHER AGREE, IN MY LEGAL CAPACITY ON BEHALF OF THE CHILD(REN), MYSELF AND ANY AND ALL LEGAL SUCCESSORS AND PROXIES, TO RELEASE AND HEREBY DO **WAIVE, RELEASE AND COVENANT NOT TO SUE** INDEMNITEES AND INDEMNIFY, DEFEND AND HOLD INDEMNITEES HARMLESS FROM ANY AND ALL LIABILITY, DAMAGES AND EACH AND EVERY ACTION (COLLECTIVELY “**CLAIMS**”) ARISING FROM PARTICIPATION IN ACTIVITIES INCLUDING SICKNESS INCLUDING EXPOSURE TO OR TRANSMISSION OF COVID-19, ILLNESS, DISEASE, DISABILITY, DEATH, PERSONAL INJURY, PROPERTY DAMAGE OR ACCIDENT OF ANY KIND RESULTING FROM INDEMNITEESS’ ACT, ERROR, OMISSION, MISCONDUCT OR NEGLIGENCE. IN CASE OF CONFLICT BETWEEN THE MEMBERSHIP AGREEMENT WITH TAWASAW AND THIS AGREEMENT, THE TERMS AND CONDITIONS OF THIS AGREEMENT SHALL PREVAIL.

I represent that I have full authority to sign the Agreement on behalf of the Child(ren) and that my signature binds any other person having authority to make decisions on behalf of the Child(ren) and anyone who transports the Child(ren) for participation in Activities.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_   \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_   \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Parent Name       Parent Signature Date

Child 1 Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Child 2 Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Child 3 Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Child 4 Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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