

**WESTLAKE CHRISTIAN ACADEMY  
WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT**

This Waiver and Indemnity Agreement is entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2021  
by \_\_\_\_\_, (hereinafter the "Undersigned"), individually and as parent or guardian of  
\_\_\_\_\_, a minor child.

WHEREAS, Westlake Christian Academy ("WESTLAKE"), operates a Christian School, which conducts educational, extracurricular activities and other activities which are open to students and members of the community; and

WHEREAS, the existence of the COVID-19 pandemic raises certain issues with respect to the conduct of such Programs; and

WHEREAS, the Undersigned desires to enroll his or her child designated above in one or more of the WESTLAKE activities and programs during the 2021-22 school year;

Now therefore, in consideration of being permitted to enroll the above named child in one or more of the Programs operated by WESTLAKE and for such child to participate for any purpose, including, but not limited to receiving educational instruction or use of facilities or equipment, or participation in any Program, the Undersigned, on behalf of himself or herself and such participating child, and any personal representatives, heirs, and next of kin, hereby acknowledges, agrees and represents that he or she has inspected and carefully considered the Program, including but not limited to any equipment and facilities, and that the Undersigned finds and accepts same as being safe and reasonably suited for the use or participation by the above named child.

The undersigned acknowledges that the novel coronavirus ("COVID-19") infections have been confirmed throughout the United States, including numerous cases in Illinois, and understands the hazards associated with COVID-19 and the guidance and protocols issued by the World Health Organization (WHO), the Centers for Disease Control (CDC), and the Illinois Department of Health (IDH), for slowing the transmission of COVID-19. Notwithstanding the risks associated with COVID-19, which the Undersigned readily acknowledges, the Undersigned hereby willingly chooses to allow the above named child to participate in one or more of the Programs.

The Undersigned acknowledges and fully assumes the risk on behalf of the above named child of illness or death related to COVID-19 arising from either the Undersigned or the child being on the premises and participating in a Program(s) conducted or hosted by WESTLAKE and hereby RELEASES, WAIVES, DISCHARGES, AND COVENANTS NOT TO SUE (on behalf of the Undersigned and the above named minor child) WESTLAKE, its officers, directors, agents, employees and assigns (the "RELEASEES") from any liability related to COVID-19 which might occur as a result of me or my child being on the premises and participating in a Program. 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 disbursements, whether of in-house or outside counsel and whether or not an action is brought, on appeal or otherwise), arising from or out of, or relating to, directly or indirectly, the infection of COVID-19 or any other illness or injury (including any claim of any person who may contract COVID-19, directly or indirectly, from the Undersigned or such participating child). It is my express intent that this Waiver and Indemnity 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 the State of Illinois.

The Undersigned further agrees, represents, and warrants that neither the Undersigned nor such participating child shall visit or utilize the facilities, services, and Programs of WESTLAKE if he or she (i) experiences symptoms of COVID-19, including, without limitation, fever, cough or shortness of breath, or (ii) has a suspected or diagnosed/confirmed case of COVID-19. WESTLAKE has taken certain steps to implement recommended guidance and protocols issued by the Public Health Agencies for slowing the transmission of COVID-19, and the Undersigned agrees to comply with such procedures prior to utilizing the facilities, services and Programs. The undersigned further acknowledges and agrees that, due to the nature of the Programs social distancing of 6 feet per person among children and their teachers or

aides is not always possible. The Undersigned fully understands and appreciates both the known and potential dangers of participating in the Programs and acknowledges that such participation may, despite WESTLAKE's reasonable efforts to mitigate such dangers, result in exposure to COVID-19, which could result in quarantine requirements, serious illness, disability, and/or death.

THE UNDERSIGNED further expressly agrees that the foregoing ASSUMPTION OF RISK, RELEASE AND WAIVER OF LIABILITY, AND INDEMNITY AGREEMENT is intended to be as broad and inclusive as is permitted by the laws of the State of Illinois and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

Westlake will be offering limited on-site COVID testing for the 2021-22 school year.  
PLEASE CHECK ALL THAT APPLY OR INDICATE THAT YOU DO NOT GIVE CONSENT FOR COVID TESTING AT SCHOOL

- I give consent for my student/athlete to participate in regular COVID testing for athletics
  
- I give consent for my student to participate in COVID testing in the event of an outbreak at the school.
  
- I give consent for my high school student to participate in COVID testing in order to attend off-site events like the fall retreat, Winter Blast, tournaments, or trips.

We realize that testing options may vary depending on availability and cost. Please check all the COVID testing options that you would give consent for your child to have done at school.

- BinaxNOW antigen test performed by a nurse
  
- Shield Illinois COVID-19 saliva test

I DO NOT give consent for COVID testing at school

I HAVE CAREFULLY READ AND VOLUNTARILY SIGN THIS ASSUMPTION OF RISK, RELEASE AND WAIVER OF LIABILITY, AND INDEMNITY AGREEMENT AND FURTHER AGREE THAT NO ORAL REPRESENTATIONS, STATEMENTS OR 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 WESTLAKE CHRISTIAN ACADEMY IN CASE OF ILLNESS, INJURY, DEATH OR PROPERTY LOSS OR DAMAGE, INCLUDING, FOR THE AVOIDANCE OF DOUBT AND WITHOUT LIMITATION, EXPOSURE TO COVID-19 AND ANY ILLNESS, INJURY OR DEATH RESULTING THEREFROM. I UNDERSTAND THAT THIS DOCUMENT IS A PROMISE NOT TO SUE AND A RELEASE OF AND INDEMNIFICATION FOR ALL CLAIMS. I ALSO UNDERSTAND THAT THIS AGREEMENT IS MADE ON BEHALF OF MY MINOR CHILD AND/OR LEGAL WARDS AND I REPRESENT AND WARRANT TO WESTLAKE THAT I HAVE FULL AUTHORITY TO SIGN THIS AGREEMENT ON BEHALF OF SUCH MINOR(S).

Executed individually and on behalf of the named minor child above as of the day and year first above written.

Student's Name: \_\_\_\_\_

Parents' names (please print): \_\_\_\_\_

Parents' Signatures(s): \_\_\_\_\_ Date: \_\_\_\_\_