

## **COVID 19 ADDENDUM INFORMATION AND HOLD HARMLESS RELEASE**

### **ON-SITE Programs Begin: April 6, 2021 Tuesdays 3-6pm, Wednesday 2:30-6:00pm, Thursday 3-6pm**

Programming on-site will occur outdoors as much as possible as weather permits. When indoors, social distancing will be mandated. Staff will be wearing masks at all times. Students will be required to wear masks at all times in public spaces or when moving from area to space. When social distancing can be kept, removal will be allowed at the staff's discretion. Failure to follow directions and mask policy will result in the student being sent home. *Snacks, Recreation, Drop In Activities, and Ed Center Homework Help will be available.*

- We are limited to a maximum of 40 youth each day
- Please call the center 260-724-7729 or email Stephanie Simerman: [ssimerman@cgnaz.org](mailto:ssimerman@cgnaz.org) to sign up for a space and receive transportation directions and specifications. All members are allowed to attend on a first sign up, first come basis. 24 hours before the date of programming, signups will close. If you sign up and don't attend, all other reservations for that month will be voided, and you'll have to sign up again. Maximum numbers will continue to fluctuate as mandated by the State and IDOE. If the schools shut down and go to only virtual attendance, CGYC will do the same.

### **VIRTUAL Programs:**

#### **Tuesday - Wednesday - Thursday at various times during shut downs**

- **Drop In Programming:** games, activities, and hangouts with the Common Ground Youth Center staff will be focused on bringing the after-school program into your homes. Watch for instructions for live and protected invites through our social media pages and website. All recorded sessions will be available on our social media pages and website as well.
- Education Center Homework Help: Appointments will be available for small groups or one on one homework help. Contact [ssimerman@cgnaz.org](mailto:ssimerman@cgnaz.org) or call 260-724-7729 for more information.

**COVID 19 WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT** In consideration for receiving permission to BE ON PREMISES at Common Ground Youth Center (hereinafter the "Activity or Activities"), I, on behalf of myself and any minor child/children for whom I can contract, with this 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 the circumstances regarding COVID-19 are changing from day to day and that, accordingly, the CDC guidelines are regularly modified and updated. I accept full responsibility for familiarizing myself with the most recent updates.
2. Notwithstanding the risks associated with COVID-19, which I readily acknowledge, I hereby willingly choose to participate in Activities.
3. I acknowledge and fully assume the risk of illness or death related to COVID-19 arising from my being on the premises and participating in the Activities and hereby RELEASE, WAIVE DISCHARGE, AND COVENANT NOT TO SUE (on behalf of myself and any minor children from whom I have the capacity contract) The Common Ground Youth Center, their officers, directors, agents, employees and assigns (the "RELEASES") 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 RELEASED 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.
5. It is my express 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 the State of Indiana.

I HEREBY KNOWINGLY AND VOLUNTARILY WAIVE ANY RIGHT TO A JURY TRIAL OF ANY DISPUTE ARISING IN CONNECTION WITH THIS AGREEMENT. I ACKNOWLEDGE THAT THIS WAIVER WAS EXPRESSLY NEGOTIATED AND IS A MATERIAL INDUCEMENT THE PERMISSION GRANTED BY RELEASEES TO BE ON PREMISES AND PARTICIPATE IN THE ACTIVITIES. IN SIGNING THIS AGREEMENT, I ACKNOWLEDGE AND REPRESENT THAT I have read the preceding Waiver of Liability and Hold Harmless Agreement, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements, or inducements, apart from the preceding written agreement, have been made;

I agree with all of the above aforementioned Hold Harmless Agreement and Releases that I have agreed to with my signature.

Student Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Legal Guardian Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Legal Guardian Printed Name: \_\_\_\_\_