

## Assumption of the Risk and Waiver of Liability relating to COVID-19

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact.

As such, SPARK (Sebastian Alappat LLC) (has put in place preventative measures to reduce the spread of COVID-19 for **all programs**; however, despite the numerous preventative measures being taken, Spark cannot guarantee that you or your child(ren) will not become infected with COVID-19.

Preventative measures we will implement during all programs such as but not limited to **Spark Privates, Spark Pods, Spark Plein Air Program, Spark Camps, Museum Field trips and more :** 

## • Rules and restrictions explained to the children on first day of class.

- No shared supplies or snacks.
- · Hand-washing and sanitization whenever possible
- Social distancing inside the studio (8 kids max)
- Daily disinfecting /cleaning of studio before and prior inside classes (in case of indoor / inclement weather) **COVID POSITIVE SCENARIO:** If my child tests positive or exposed to a positive individual in their specific school/ family/world?
- As we continue to navigate the ongoing pandemic, Spark is now instituting a '**Stay Home'** Policy if your child is exposed to positive case, proceed to get tested. Additionally, this also follows suit if they have symptoms or a test result comes back that comes back positive. Also, if any member of the family tests positive, this will also enact our stay at home policy due to eventual contact spread.
- We ask that you follow all CDC protocols and send your child back to Spark once they are better. In the interim, Spark will create a Zoom link so you can child can still join the class. We don't them to feel bad for something that is beyond their control.
- The pandemic has proved an incredible challenge to navigate but we can remain transparent, use common sense and keep open communication from parents to Spark, we can continue to give our children this experience safely and securely for all families.
- We thank you for observing this policy.

By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that my child(ren) and I may be exposed to or infected by COVID-19 by attending Spark and that such exposure or infection may result in personal injury, illness, permanent disability, and death. | understand that the risk of becoming exposed to or infected by COVID-19 at Spark may result from the actions, omissions, or negligence of myself and others, including, but not limited to, Spark employees and their families. | voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to my

child(ren) or myself (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I or my child(ren) may experience or incur in connection with my child(ren)'s attendance at the Spark or participation in Spark programming ("Claims").

On my behalf, and on behalf of my children, I hereby release, covenant not to sue, discharge, and hold harmless Spark, its employees, agents, and representatives, of and from the Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto.

I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of Spark, SEBASTIAN ALAPPAT LLC its owner, Sebastian Alappat, employee, and representatives, whether a COVID-19 infection occurs before, during, or after participation in any camp program.