

Waiver of Liability Relating to Coronavirus/COVID-19 & Questionnaire

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is reported to be extremely contagious. The state of medical knowledge is evolving, but the virus is believed to spread from person-to-person contact and/or by contact with contaminated surfaces and objects, and even possibly in the air. People reportedly can be infected and show no symptoms and therefore spread the disease. The exact methods of spread and contraction are unknown, and there is no known treatment, cure, or vaccine for COVID-19. Evidence has shown that COVID-19 can cause serious and potentially life-threatening illness and even death.

TinaMar Inc. d/b/a The Art Farm NYC, cannot prevent you or your children from becoming exposed to, contracting, or spreading COVID-19 while utilizing The Art Farm NYC's services or premises. It is not possible to prevent against the presence of the disease. Therefore, if you or your child choose to utilize The Art Farm NYC's services and/or enter onto The Art Farm NYC's premises, you may be exposing yourselves to and/or increasing the risk of contracting or spreading COVID-19.

ASSUMPTION OF RISK: I have read and understood the above warning concerning COVID-19. I hereby choose to accept the risk of contracting COVID-19 for myself and on behalf of my child in order to utilize The Art Farm NYC's services and enter The Art Farm NYC's premises. These services are of such value to me and to my child, that I accept the risk individually and on my child's behalf, of being exposed to, contracting, and/or spreading COVID-19 in order to utilize The Art Farm NYC's services and premises in person.

WAIVER OF LAWSUIT/LIABILITY: I hereby forever release and waive my right to bring suit against TinaMar Inc. and/or The Art Farm NYC, individually or on behalf of a child, and its owners, officers, directors, managers, officials, trustees, agents, employees, or other representatives in connection with exposure, infection, and/or spread of COVID-19 related to utilizing TinaMar Inc. and The Art Farm NYC's services and premises. I understand that this waiver means I give up my right to bring any claims including for personal injuries, death, disease or property losses, or any other loss, including but not limited to claims of negligence and give up any claim I may have to seek damages, whether known or unknown, foreseen or unforeseen.

CHOICE OF LAW: I understand and agree that the law of the State of New York will apply to this contract.

The Art Farm NYC has complied with the guidelines set forth by the New York State and New York City Health Department and the Centers for Disease Control and Prevention, in an effort to prevent the spread of the COVID-19 virus, including but not limited to social distancing, the wearing of masks by staff members, continuous disinfection of shared spaces and daily screenings and temperature checks. Notwithstanding the measures taken, The Art Farm NYC cannot guarantee that you a family member or your child will not contract COVID-19 as a result of your child's participation in The Art Farm NYC Summer Camp. In order for your child to participate in The Art Farm NYC Summer Camp and for the safety of staff and campers at The Art Farm NYC Summer Camp, you must respond truthfully and candidly to the below questionnaire:

June 22, 2020

1. Have you, your child, or anybody in your household had a fever or been unusually warm in the last 21 days?

- a. Yes
- b. No

2. Have you, your child, or anybody in your household had shortness of breath or difficulties breathing in the last 21 days?

- a. Yes
- b. No

3. Have you, your child, or anybody in your household had a consistent cough in the last 21 days?

- a. Yes
- b. No

4. Have you, your child, or anybody in your household had any other flu-like symptoms, such as gastrointestinal issue, headache or fatigue/muscle ache, in the last 21 days?

- a. Yes
- b. No

5. Have you, your child, or anybody in your household experienced a recent loss of taste or smell?

- a. Yes
- b. No

6. Have you, your child, or anybody in your household experienced any rashes in the last 21 days?

- a. Yes
- b. No

7. Have you, your child, or anybody in your household had prolonged eye redness in the last 21 days?

- a. Yes
- b. No

8. Have you, your child, or anybody in your household had discoloration of the toes in the last 21 days?

- a. Yes
- b. No

9. Have you, your child, or anybody in your household been in contact with any persons who tested positive for COVID-19? If yes, please state the last date in which contact was had with that person.

- a. Yes; Last had contact on _____
- b. No

10. Have you, your child, or anybody in your household traveled (either domestically or internationally) in the last 14 days? If yes, please state the destination and the return date from travel.

- a. Yes; Traveled to _____ and returned on _____.
- b. No

I HAVE CAREFULLY READ AND FULLY UNDERSTAND ALL PROVISIONS OF THIS WAIVER AND RELEASE, AND FREELY AND KNOWINGLY ASSUME THE RISK AND WAIVE MY RIGHTS AND THE RIGHTS OF MY CHILD/CHILDREN CONCERNING LIABILITY AS DESCRIBED ABOVE. I UNDERSTAND AND ANSWERED THE ABOVE QUESTIONS TRUTHFULLY AND TO THE BEST OF MY KNOWLEDGE. I ACKNOWLEDGE THAT IF I WILLFULLY GIVE A FALSE ANSWER TO ANY QUESTION HEREIN, I CAN BE HELD LIABLE:

Camper's Name _____

Camp Group _____

Signature: _____

Date: _____

Name (printed): _____

Signature: _____

Date: _____

Name (printed): _____

I am the parent or legal guardian of the minor(s) named above. I have the legal right to consent to and, by signing below, I hereby do consent to the terms and conditions of this Waiver.

Signature: _____

Date: _____

Name (printed): _____