

NOTICE AND RELEASE (PARENTS)

Berean Christian High School (BCHS) is hereby providing notice to me/us that it currently intends to open its educational and school program for the 2020-21 school year. I/we understand that Berean Christian High School cannot protect my child/student and/or me from risks which may be encountered as a result of my child attending Berean Christian High School. I/we realize there are natural, mechanical, and environmental conditions and hazards which independently, or in combination with any activities engaged in while participating in this program, may result in the exposure to certain risks including exposure to Coronavirus (COVID-19), or other biological agents, viruses or similar bacteriological agents, and the risk of being quarantined, or illness that may result in medical care, hospitalization, or death.

I/we hereby state that I, on behalf of my child/student and myself, am an adult, over the age of 18, and legally competent to sign this form. I/we understand these inherent risks and dangers involved with participation in the school providing its educational program and acknowledge the existence of risks which are not obvious or predictable, and hereby intend this release to extend to injury or loss which results from both obvious or predictable risks, as well as risks that are unpredictable and not obvious and extend to myself and my child/student, as applicable.

In consideration of myself and my/our child/student participating in Berean Christian High School's educational and school program, I/we, and any legal representatives, heirs and assigns, hereby release, waive, and discharge Berean Christian High School, its officers, directors, employees, agents, and representatives from any and all liability for any and all loss or damage, and any claim for damages resulting therefrom, on account of any injury, illness or exposure to and/or contracting the Coronavirus (COVID-19) or other biological agents, viruses or similar bacteriological agent by me or my/our child/student's attendance at and participation in Berean Christian High School's educational program, including any medical expenses, injury and/or death.

I/we agree to indemnify Berean Christian High School, its officers, directors, employees, agents, and representatives from any loss, liability, damage, or cost that may be incurred due to my child/student's participation in the aforementioned program, whether caused by negligence of Berean Christian High School, or

otherwise. I fully understand, on my own behalf and on behalf of my child/student the risks associated with the aforementioned participation and assume any risk associated therewith.

I/we expressly acknowledge and agree that if my child/student is on campus for any reason they will be required prior to admittance to take a daily health screening and verification via app or staff. This screening will involve the collection of personal and medical information which will be used solely for the purpose of determining the student's eligibility to be admitted onto campus. Any information gathered will be considered confidential and stored in a secure location with limited access by approved staff. If you do not consent to Berean Christian High School performing this health screening on your child/student they will not be permitted onto campus. Additionally, any parent, caregiver, or other person affiliated with your child/student will also be required to participate in the health screening prior to being admitted onto campus.

I/we expressly agree that due to remote/distance learning which may be utilized for periods of the upcoming school year some class sessions may be recorded and broadcast for use by enrolled students, including those who are unable to attend live. This may include, but is not limited to, use of Renweb 1, Google Classroom, and Zoom online programs. If your child/student participates with their camera engaged or utilizes a profile image you are consenting to have their video or image recorded. If you are unwilling to consent to have your child/student's profile or video image recorded, be sure to keep their camera off and do not have them use a profile image. Likewise, if your child/student un-mutes during class and participates orally you are consenting to have their voice recorded. If you are unwilling to consent to have your child/student's voice recorded during class, your child/student will need to keep their mute button activated and communicate exclusively using the "chat" feature, which allows students to type questions and comments live.

This notice, release and indemnity agreement contains the entire agreement between and among the parties hereto, and the terms of this release are contractual and not a mere recital.

The parties to this agreement hereby agree that the interpretation and enforceability of this release shall be governed by the laws of the State of California.

I/we expressly agree that this release, waiver, and indemnity agreement is intended to be as broad and inclusive as permitted by applicable laws, and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect so long as the essential terms and conditions of this agreement for each party remain valid, binding and enforceable.

I/we understand that by signing this agreement I am giving up on behalf of my child/student and myself certain legal rights and remedies including the right for my child/student and/or myself to recover damages in the event of death, personal and/or bodily injury of any kind, property loss or damage, expenses of any nature whatsoever including attorney's fees, and other losses that my student(s) or that I may sustain in association with my child's participation in Berean Christian High School's educational program.

I/WE HAVE CAREFULLY READ THE FOREGOING RELEASE AND KNOW AND UNDERSTAND THE CONTENTS THEREOF. I/WE SIGN THIS RELEASE VOLUNTARILY AS MY OWN FREE ACT WITH FULL KNOWLEDGE OF ITS SIGNIFICANCE, INTENDING TO BE LEGALLY BOUND THEREBY.

Student's Full Name _____

Parent/Guardian's Full Name _____
[print name]

Parent/Guardian's Signature _____ Date _____
[signature]