

BOYS & GIRLS CLUB OF WEBSTER-DUDLEY

Release of Liability / Assumption of Risk / Agreement not to Sue

Governor Baker has ordered all early childcare education programs in Massachusetts to suspend providing childcare prior to March 23, 2020, in response to the outbreak of COVID-19 coronavirus (“COVID-19”). Massachusetts Department of Early Education and Care approved the Boys & Girls Club of Webster-Dudley. (“BGCWD”) to operate an emergency childcare program serving vulnerable children and children of families who are required to work to maintain the health, safety and welfare of our Massachusetts residents. The Boys & Girls Club of Webster-Dudley will operate the child care program at 55 Oxford Ave., Dudley MA 01571.

COVID-19 is highly contagious. Governmental and public health officials recommend social distancing, meaning avoiding contact with others, and, where not possible, maintaining distances of not less than 6’ between persons. This avoidance and social distancing will not be possible when entering the child care sites or while you or your child is participating in the child care programs. All families who participate in the Emergency Childcare Program do so understanding the risks of participation.

Please read this Release, Assumption of Risk, and Agreement not to Sue (“Release”) carefully and in its entirety. IT IS A BINDING LEGAL DOCUMENT. After reading this Release, sign your name below to indicate that you agree to and do assume all risks associated with your child’s attendance and participation in the Childcare Program and that you release Boys & Girls Club of Webster-Dudley. of all liability resulting from your child’s participation in this Program.

I, as the parent/guardian of the child named below, on behalf of myself and my child, agree that my child will attend and participate in the Emergency Childcare Program at the Boys & Girls Club of Webster-Dudley, at 55 Oxford Ave., Dudley MA 01571. I understand and acknowledge that:

1. I or my child may be exposed to COVID-19 and other hazards by entering the child care program site;
2. My child may be exposed to COVID-19 and other hazards by attending the child care program;
3. The risks of entry to the child care site and attendance at the childcare program may include sickness, injury, death, property damage, or other losses caused by accident or illness or other hazards, known and unknown; and
4. I voluntarily agree to assume all risks.

In consideration of the BGCWD providing the Emergency Childcare Program, my child attending the Emergency Childcare Program and my entry onto the childcare site, I HEREBY, NOW AND FOREVER, RELEASE THE BGCWD FROM and against ANY CLAIMS, causes of action, or demands OF ANY NATURE that may be connected in any way to my or my child’s entry to the childcare site or my child’s participation in the childcare program (“Claims”). Further, I AGREE NOT TO SUE and agree to indemnify AND HOLD HARMLESS the BGCWD from any Claims. It is my express intent that that this Release shall bind my spouse, family members, heirs, guardians, legal representatives, and assigns.

I expressly agree that this Release shall be governed by and interpreted in accordance with the laws of the Commonwealth of Massachusetts. I intend this to be a complete and unconditional release of all liability to the greatest extent allowed by law.

By signing below, I hereby confirm that I am the Parent or Legal Guardian for the Child enrolled in the Emergency Child Care Program and that I have read this document in its entirety, understand it, and sign it voluntarily.

Signature of Parent/Legal Guardian: _____ Date: _____

Print Name: _____ Telephone Number: _____

Child’s Name: _____ Date of Birth: _____

Address: _____ Email: _____