

Center for Bright Kids COVID-19

PARTICIPATION ASSUMPTION OF RISK, RELEASE, WAIVER, AND DISCHARGE

THIS IS A RELEASE OF LIABILITY.

READ IT CAREFULLY AND COMPLETELY BEFORE SIGNING.

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. It is believed that an asymptomatic individual can be infected with and transmit COVID-19 without their knowledge. This document contains important information about our decision to hold in-person residential programs in light of the COVID-19 public health crisis. Please read this carefully as this document contains important information about your rights and safety. If you have any questions after reading this, we will be happy to answer them. This is an official legal document upon your signature. **Please initial each clause** to indicate that you understand and agree to these actions. We thank you for your understanding of the need to have a document of this nature.

Potential for Closure

CBK is currently open and approved to operate the Fusion and Flux Summer Programs. However, if there is a resurgence of the COVID-19 virus, or if other public health mandates demand, CBK may be forced to close prior to or during programs. As is always the case for programs, CBK reserves the right to terminate programs if governmental direction requires. In this scenario, CBK will credit prorated monies as we work with Hilton on returns on our investments according to our force majeure clauses. Any expenses incurred by CBK outside of hotel costs will also be prorated. _____

Late Withdrawal Due to COVID-19

If your student has any symptoms of COVID-19 or is ill prior to check-in, do NOT come to registration. We will work with you to refund 50% tuition minus fees and ask that you proceed to withdrawal. _____

If your student arrives on opening day with symptoms or illness or becomes ill during the program, no refunds will be issued, as is always the case with CBK programming. _____

Illness and Isolation During Programs

If your student becomes ill or does not pass our daily temperature checks, your student will be isolated in a private hotel room immediately until you are able to pick up your student. We ask that you do not leave the Front Range area and are **within 4 hours** of Denver so that we can get your student home as quickly as possible in the event of emergency. Any illness will result in dismissal this summer in an abundance of caution about the ever-changing scope of COVID-19 symptomology. This includes fever, coughing, body aches, chills, sore throat, loss of appetite, extreme fatigue, rashes, stomach sickness, issues with breathing, or congestion. Your student will receive care from one staff member in full PPE until your arrival and pickup and health conditions do need to be reported to public health authorities. _____

Agreement to Take Precautions

To be admitted to the programs, you agree to take certain precautions which will help minimize the risk of exposure, sickness and possible death for you, your family, CBK staff, other students and their families, and hotel staff. If you do not adhere to these safeguards, you will not be admitted to CBK Summer Programs. Initial each to indicate that you understand and agree to these actions:

- You will only hold your check-in appointment if your family is symptom free and have been symptom free for fourteen (14) consecutive days. _____
- You will maintain the 7-day preprogram self-quarantine as detailed in the Quarantine Doc. _____

- You will take your student's temperature for each day of the 7-day self-quarantine and accurately record that temperature on your Quarantine Doc. If it is elevated (100 degrees Fahrenheit or more), or if you have other symptoms of COVID-19, you agree to withdraw. You will still receive 50% tuition refunded minus fees. _____
- You have notified and worked with CBK on detailed travel plans if you do not live on the Front Range of Colorado to ensure the safest method of arrival
- You will arrive in your car to be queued by staff into the paseo between the Embassy Suites and Garden Inn at your designated check-in and check out times. You may not wait on Canyon Blvd but may choose to wait on 26th Street to enter from the west side once directed to proceed into the driveway. _____
- You will arrive wearing masks and will wipe down luggage handles upon arrival. You will stay within the vehicle zone to which you are directed. _____
- **You will not stay at or enter the Embassy Suites or Hilton Garden Inn on Canyon Blvd in Boulder.**
- You and your student will read through and adhere to all **CBK Offsite Programs Hotel Behavior and Cleaning Protocols** understanding potential dismissal without refund for noncompliance. _____
- If any member of your family is exposed or in your job you are exposed to other people who are positively diagnosed as infected with COVID-19, you will notify CBK immediately (this does not affect attendance but helps with contact tracing in the event of an issue. _____
- If any member of your immediate family experiences any of the following symptoms between June 21 and August 8, 2020, you will immediately notify CBK: fever of 100 degrees Fahrenheit or higher, shortness of breath, dry cough, inflammatory syndrome. _____

CBK Commitment to Minimize Exposure

As you aware from our regular notifications and email updates, as well as forms and documents you are being asked to review and sign, CBK is taking extensive measures to prevent any spread of illness.

Staff Illness and Backup

All staff members are held to the same quarantine measures preprogram, daily checks during program, and post program monitoring. In the event that a staff member becomes sick, all positions have double staff assigned to roles. Staff members will not work sick under any circumstances and will immediately be sent home just as our policies state for your students.

Staff Commitment to Disinfection Practices

Just as you are being asked to commit to **CBK Offsite Programs Hotel Behavior and Cleaning Protocols**, so are CBK staff members. The Hilton property is also very clear on these policies and has equally high standards through the Hilton CleanStay initiative to disinfect the property and maintain sound cleaning and social distancing practices.

Those additional practices include:

- Additional training through the American Camp Association and CDC specifically for managing COVID-19 in this setting and in working with youth
- Furniture setups being evaluated and arranged for appropriate physical distancing.
- Mask-wearing as directed and in accordance with CBK policy
- Safe distancing as directed and in accordance with CBK policy
- Restroom soap dispensers are maintained by Hilton and everyone is encouraged to wash their hands.
- Daily room checks for sanitation practices – staff rooms will be assessed by our Residential Director
- Hand sanitizer that contains at least 60% alcohol is available throughout the Hilton properties
- Check-in, check-out, and all meals occur at specific intervals to minimize the number of people in the group – these numbers will be lower than current approved guidance for hotel events
- Only program participants may enter the properties – please do not enter the Embassy Suites or Hilton Garden Inn property at any time or to drop something off. This must be very carefully arranged.
- Classroom spaces, wing spaces, and activity spaces will be disinfected by CBK staff in addition to Hilton regular cleanings
- Physical contact is not permitted (we will miss some of those hugs!)
- Sharing of materials that cannot be easily disinfected or that are to be only in the possession of your student will not be allowed

Your Confidentiality in the Case of Infection

If your student or a staff member tests positive for COVID-19, CBK is required to notify local health authorities in order to begin contact tracing. This notification includes only the minimum information necessary for their data collection. By signing this form, you are agreeing that CBK will conduct this reporting without an additional signed release. _____

Risks of Attending Residential Programs

You understand that participation in in-person programs means you are assuming the risk of possible exposure to COVID-19 (or other public health risk). You further understand that there is a risk of contracting the virus simply by being at the Hilton, even though thorough precautions are being taken by both CBK and Hilton properties. This risk may increase if you are traveling in from further than the Front Range or across state borders. _____

Informed Consent

My signature below indicates that I am knowingly choosing in-person residential youth programs through CBK at my own discretion, not under force or duress from any other person. I further understand that this agreement supplements all other forms and policies related both to COVID-19 and CBK Summer Programs. I acknowledge that I am increasing my risk of exposure to Coronavirus/COVID-19 by attending residential programs. I acknowledge that I must comply with all set procedures to reduce viral spread while attending CBK Summer Programs.

I acknowledge the contagious nature of Coronavirus/COVID-19 and that the CDC and many other public health authorities still recommend practicing social distancing with specific guidance for programs such as CBK that CBK is thereby incorporating into policy.

I further acknowledge that the Center for Bright Kids has put in place extensive preventative measures to reduce the spread of Coronavirus/COVID-19.

I further acknowledge that the Center for Bright Kids cannot guarantee that my student/minor child will not become infected with Coronavirus/Covid-19. I understand that the risk of becoming exposed to and/or infected by Coronavirus/COVID-19 may result from the actions, omissions, or negligence of I, my family, my child, and others, including, but not limited to, CBK staff and other CBK families.

I have independently evaluated and reviewed the risks of being exposed to or infected with COVID-19 and have determined to participate in CBK programs, events, and/or activities with full knowledge and acceptance of the risk. Fully understanding these risks, I, for myself, my child(ren), my spouse, my legal representatives, heirs, and assigns, hereby agree to assume full responsibility and liability for the risk of bodily injury, illness, permanent disability, and/or death which may result from exposure to or infection with COVID-19 before, during, or after participating in a CBK program, event, or activity. I, for myself, my child(ren), my spouse, my legal representatives, heirs and assigns, hereby waive, release, and discharge CBK, its officials, employees, volunteers, attorneys, and agents from any and all liability to me, my child(ren), my spouse, my legal representatives, heirs, and assigns, for any and all losses or damages resulting from bodily injury, illness, permanent disability, and/or death, whether caused by negligence of CBK or its officials, employees, volunteers, attorneys, and agents or otherwise, which claims, losses, and demands arise during or result directly or indirectly from exposure to or infection with COVID-19 before, during, or after participating in a CBK program, event, or activity. I also acknowledge that in the event the State or local health department issues a mandatory "Stay at Home" order, or mandates the closure of certain programs and/or facilities, participant(s) will be entitled to a partial credit at the discretion of CBK. Refunds will NOT be issued.

Participant Full Name

Parent/Legal Guardian Signature

DATE

Print Name of Parent/Legal Guardian