

**18 DEGREES  
ASSUMPTION OF RISK, RELEASE AND WAIVER OF LIABILITY, AND  
INDEMNITY AGREEMENT**

Adult Member/Participant Name \_\_\_\_\_  
(Please Print):  
\_\_\_\_\_

Child(ren) Member(s)/Participant Name(s)  
\_\_\_\_\_  
(if applicable) (Please Print)

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

IN CONSIDERATION for being permitted to utilize the facilities, services, and programs of 18 Degrees and/or for my children listed above to so participate for any purpose including, but not limited to, observation or use of facilities or equipment, or participation in any off-site program affiliated with 18 Degrees, the undersigned, on behalf of himself or herself and such participating children and any personal representatives, heirs, and next of kin (hereinafter referred to as “the undersigned”) hereby acknowledges, agrees and represents that he or she has inspected and carefully considered such premises, equipment and facilities and/or the affiliated program and that the undersigned finds and accepts same as being safe and reasonably suited for the use or participation by the undersigned and such participating children.

In addition, the undersigned acknowledges that novel coronavirus (“COVID-19”) infections have been confirmed throughout the United States, including numerous cases in Massachusetts. In accordance with the most recent guidance and protocols issued by the World Health Organization (WHO), the Centers for Disease Control and Prevention (CDC), the Massachusetts Department of Public Health (MDPH), Pittsfield Health Department, and The North Adams Health Department (together, the “Public Health Agencies”) for slowing the transmission of COVID-19, the undersigned hereby agrees, represents, and warrants that neither the undersigned nor such participating children shall visit or utilize the facilities, services, and programs of 18 Degrees (other than any exclusively online services and programs) within 14 days after (i) returning from highly impacted areas subject to a CDC Level 3 Travel Health Notice, (ii) exposure to any person returning from areas subject to a CDC Level 3 Travel Health Notice, or (iii) exposure to any person who has a suspected or confirmed case of COVID-19. The CDC Travel Health Notices list is updated regularly and currently includes China, Iran, South Korea, and most of Europe. The undersigned agrees to check the CDC Travel Health Notices list (<https://www.cdc.gov/coronavirus/2019-ncov/travelers/index.html>) prior to utilizing the facilities, services, and programs of 18 Degrees, on a daily basis if necessary. The undersigned hereby agrees, represents, and warrants that neither the undersigned nor such participating children shall visit or utilize the facilities, services, and programs of 18 Degrees if he or she (i) experiences symptoms of COVID-19 including, without limitation, fever, cough or shortness of breath, or (ii) has a suspected or diagnosed/confirmed case of COVID-19. The undersigned agrees to notify 18 Degrees immediately if he or she believes that any of the foregoing access/use restrictions may apply.

18 Degrees has taken certain steps to implement recommended guidance and protocols issued by the Public Health Agencies for slowing the transmission of COVID-19 including, without limitation, the access/use restrictions set forth in the paragraph above. The undersigned acknowledges and agrees that 18 Degrees may revise its policies and procedures including, without limitation, those related to or regarding COVID-19 at any time based on updated recommended guidance and protocols issued by the Public Health Agencies and further agrees to comply with 18 Degrees' revised policies and procedures prior to utilizing the facilities, services, and programs of 18 Degrees. The undersigned further acknowledges, understands and agrees that, due to the nature of the facilities, services, and programs offered by 18 Degrees, social distancing of 6 feet per person among children and their caregivers in a childcare setting is not possible. The undersigned fully acknowledges, understands and appreciates both the known and unknown potential dangers of utilizing the facilities, services, and programs of 18 Degrees during the COVID-19 outbreak and acknowledges that use thereof by the undersigned and/or such participating children may, despite 18 Degrees' reasonable efforts to mitigate such potential dangers, result in exposure to and/or contraction of COVID-19, which could result in quarantine requirements, serious illness, disability, and/or death.

IN FURTHER CONSIDERATION OF BEING PERMITTED TO ENTER 18 DEGREES FOR ANY PURPOSE INCLUDING, BUT NOT LIMITED TO, OBSERVATION OR USE OF FACILITIES OR EQUIPMENT, OR PARTICIPATION IN ANY ON-SITE OR OFF-SITE PROGRAM AFFILIATED WITH 18 DEGREES, THE UNDERSIGNED HEREBY AGREES TO THE FOLLOWING:

THE UNDERSIGNED, ON HIS OR HER BEHALF AND ON BEHALF OF SUCH PARTICIPATING CHILDREN, HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE 18 DEGREES, its directors, officers, employees, volunteers and agents (hereinafter referred to as "Releasees") from all liability to the undersigned or such participating children and all personal representatives, assigns, heirs, and next of kin of the undersigned or such participating children for any loss or damage, and any claim or demands on account of any property damage or any injury to, or an illness or the death of, the undersigned or such participating children (or any person who may contract COVID-19, directly or indirectly, from the undersigned or such participating children) whether caused by the negligence, active or passive, of the Releasees or otherwise while the undersigned or such participating children are in, upon, or about the premises or any facilities or equipment therein or participating in any program affiliated with 18 Degrees. The undersigned expressly and knowingly waives all rights under Massachusetts Civil Code Section 1542, which provides: **"A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."**

THE UNDERSIGNED HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the Releasees, and each of them, from any loss, liability, damages or costs they may incur, whether caused by the negligence, active or passive, of the Releasees or otherwise while the undersigned or any participating child is in, upon, or about the premises or any facilities or equipment therein or participating in any program affiliated with 18 Degrees. The undersigned understands and agrees that 18 Degrees is not required to provide insurance to cover the undersigned or such participating children in the event they suffer illness, injury, death, property loss, theft or damage of any sort upon, or about the premises or any facilities or equipment therein or participating in any program affiliated with 18 Degrees.

The undersigned agrees and acknowledges that use of 18 Degrees' facilities and services, and participation in 18 Degrees programs, may involve inherent danger and risk, including, without limitation, the risk of physical illness or injury, death or property damage. THE UNDERSIGNED HEREBY ASSUMES FULL RESPONSIBILITY FOR, AND RISK OF ILLNESS, BODILY INJURY, DEATH OR PROPERTY DAMAGE to the undersigned or such participating children due to negligence, active or passive, of Releasees or otherwise while in, about or upon the premises of 18 Degrees and/or while using the premises or any facilities or equipment thereon or participating in any program affiliated with 18 Degrees. The undersigned acknowledges that any illness or injuries that the undersigned or such participating children contract or sustain may be compounded by negligent first aid or emergency response of the Releasees and waive any claim in respect thereof.

THE UNDERSIGNED further expressly agrees that the foregoing ASSUMPTION OF RISK, RELEASE AND WAIVER OF LIABILITY, AND INDEMNITY AGREEMENT is intended to be as broad and inclusive as is permitted by the law of the State of Massachusetts and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

I HAVE CAREFULLY READ, UNDERSTAND, AND VOLUNTARILY SIGN THIS ASSUMPTION OF RISK, RELEASE AND WAIVER OF LIABILITY, AND INDEMNITY AGREEMENT AND FURTHER AGREE THAT NO ORAL REPRESENTATIONS, STATEMENTS OR INDUCEMENT, APART FROM THE FOREGOING WRITTEN AGREEMENT, HAVE BEEN MADE. I AM AWARE AND UNDERSTAND THAT BY AGREEING TO AND SIGNING THIS AGREEMENT I AM GIVING UP VALUABLE LEGAL RIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES FROM 18 DEGREES IN CASE OF ILLNESS, INJURY, DEATH OR PROPERTY LOSS OR DAMAGE INCLUDING, FOR THE AVOIDANCE OF DOUBT AND WITHOUT LIMITATION, EXPOSURE TO AND/OR CONTRACTION OF COVID-19 AT ANY 18 DEGREES FACILITY OR PROGRAM AND ANY ILLNESS, INJURY OR DEATH RESULTING THEREFROM. I UNDERSTAND THAT THIS DOCUMENT IS A PROMISE NOT TO SUE AND A RELEASE OF AND INDEMNIFICATION FOR ANY AND ALL CLAIMS AND POTENTIAL CLAIMS, KNOWN AND UNKNOWN. IF SIGNING ON BEHALF OF MINOR: I ALSO AGREE AND UNDERSTAND THAT THIS AGREEMENT IS MADE ON BEHALF OF MY MINOR CHILD(REN) AND/OR LEGAL WARDS AND I REPRESENT AND WARRANT TO 18 DEGREES THAT I HAVE FULL AUTHORITY TO SIGN THIS AGREEMENT ON BEHALF OF SUCH MINOR(S).

**I have read and understand the terms of this Assumption of Risk, Release and Waiver of Liability, and Indemnity Agreement and agree to its terms.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Emergency Contact Name

\_\_\_\_\_  
Emergency Contact Number

Photograph Release Form

Child's Name: \_\_\_\_\_

I give permission for 18 Degrees to release my child's photograph and name for marketing purposes and fundraising events.

Parent/Guardian Signature: \_\_\_\_\_

Date: \_\_\_\_\_

