



RELEASE, WAIVER AND HOLD HARMLESS AGREEMENT AND COVID-19 INFORMED CONSENT

In consideration of participation in _____ (“Event”), I, the undersigned, for myself and/or as the parent/guardian of _____ (“Minor”), agree to indemnify and hold the Nicklaus Children’s Health System, Nicklaus Children’s Hospital, Nicklaus Children’s Hospital Foundation, its affiliated entities, and their respective employees, agents, directors, officers, and other representatives (collectively, “NCH”) harmless and hereby waive, release and discharge any and all claims for damage, death, personal injury, bodily injury (including illness and communicable disease) or property damage which I and/or the Minor may have or which hereinafter may accrue to me and/or the Minor against NCH from and against any liability arising out of or connected in any way with my and/or the Minor’s participation in this Event, even though that liability may arise out of active or passive negligence or carelessness on the part of NCH. It is further understood and agreed that this waiver, release, and assumption of risks has been freely entered into and is to be binding on my/our heirs and assigns.

Additionally, I fully understand that that my and/or Minor’s participation in the Event exposes me and/or Minor to the risk of personal injury, death, communicable diseases, illnesses, viruses, and/or property damage. Knowing the risks, nevertheless, I hereby acknowledge that I and/or Minor am voluntarily participating in this activity and I agree to assume those risks on behalf of myself and/or Minor and to release and to hold harmless NCH who (through negligence or carelessness) might otherwise be liable to me and/or Minor (or my/our heirs or assignees) for damages.

COVID-19 AND OTHER COMMUNICABLE DISEASES:

I agree, understand, and acknowledge, on behalf of myself and/or Minor, that an inherent risk of exposure to the disease COVID-19 (as defined by the World Health Organization and any strains, variants, or mutations thereof) and SARS-CoV-2 (the virus that can cause COVID-19) (collectively, “COVID-19”), and any other communicable or infectious disease, exists in any public place where people are present. “Communicable disease” means any disease or illness caused by microorganisms such as bacteria, viruses, parasites, or fungi that can be spread, directly or indirectly, from one person to another. “Infectious disease” means any disease or illness caused by microorganisms such as bacteria, viruses, parasites, or fungi that enter the body, multiply, and can cause an infection. COVID-19 is an extremely contagious communicable disease that can lead to severe illness and death. No precautions can eliminate the risk of exposure to COVID-19, and the risk of exposure applies to everyone. According to the Centers for Disease Control and Prevention (“CDC”), older adults (people 65 years and older) and people of any age who have underlying medical conditions might be at higher risk for severe illness and death from COVID-19. I also acknowledge that the risk of exposure to COVID-19 and any other communicable or infectious disease includes the risk of exposing others I and/or Minor later encounter, even if I and/or Minor am/are not experiencing or displaying any symptoms of illness.

I acknowledge and agree to voluntarily assume any and all risks in any way related to my and/or Minor’s exposure to COVID-19 and any other communicable or infectious disease, including illness, injury, or death of myself, Minor, or others, and including, without limitation, all risks based on the sole, joint, active or passive negligence of NCH. I acknowledge that my and/or Minor’s participation in the “Event” is entirely voluntary. By my and/or Minor’s participation in the Event, I attest I am knowledgeable about the individual risk of developing severe illness if I and/or Minor am/is infected with COVID-19 or other communicable or infectious disease; I have made an informed decision about my and/or Minor’s participation in the Event based on my and/or Minor’s individual risk; and have decided whether to consult with a health care provider based on such individual risk. I further acknowledge and agree that I and/or Minor will follow all COVID-19 rules, regulations, mandates and health and safety protocols issued by NCH, Miami-Dade County, the State of Florida and/or the CDC at the time of the Event, including, but not limited to: (a) closure or cancellation of the Event due to a positive or suspected COVID-19 infection in a participant or attendee; (b) mandatory use of face coverings/face masks; and (c) following social distancing requirements of NCH or any health authority as may be updated from time to time.

WITH MY ONLINE REGISTRATION OR IN-PERSON SIGNATURE BELOW, I ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS AGREEMENT, WAIVER, AND RELEASE AND FULLY UNDERSTAND ITS CONTENTS INCLUDING INFORMED CONSENT ABOUT COVID-19. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN MYSELF AND NCH AND I SIGN IT OF MY FREE WILL.

Print Name Relationship to Patient Signature Date

Print Name Relationship to Patient Signature Date