



WAIVER OF LIABILITY - RELEASE AND HOLD HARMLESS AGREEMENT

I, the undersigned, am the parent or guardian of a Villager of High Point Village in Lubbock, Texas. As of the date of this Waiver of Liability – Release and Hold Harmless Agreement (“Agreement”), I am aware of the COVID-19 viral pandemic (“Pandemic”) and the potential risks associated with my Villager participating in and attending High Point Village during this time. In consideration of High Point Village operating its programs and allowing my Villager to participate in-person,

1. I hereby agree not to sue High Point Village, its officers, directors, agents, or employees (hereinafter referred to as High Point) for any and all liabilities, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by me, other family members, or my dependent child, or to any property belonging to me, my family, or my dependent, or otherwise, to the extent the foregoing arises from or relates to the Pandemic.
2. I further agree to hold harmless High Point Village from any loss, liability, damage, or costs, including court costs and attorney fees, that we may incur due to my participation or that of my dependent in said activity, whether caused by or contributed to in whole or in part by any action or failure to act, negligence, breach of contract, or other misconduct on the part of High Point Village.
3. It is my express intent that this Agreement shall bind the members of my family and my Villager and his or her estate, and shall be deemed as a release, waiver, discharge, and covenant not to sue High Point Village. I agree that this Agreement shall be construed in accordance with the laws of the State of Texas, and the venue shall be in Lubbock County, Texas.
4. I agree to comply with the following requirements before my Villager returns to High Point Village:
 - A. Myself, my family, and my Villager commit to practice the minimum recommended health protocols for all individuals, as outlined in The Governor’s Report to Open Texas.
 - B. Practice the habit of hand washing for 20 seconds at least six times a day. This is the minimum number of times Villagers will be doing this once in day programs at High Point Village. Avoid being in a group larger than 10 individuals (including those within the individual’s household). Within groups, minimize in-person contact with others not in the individual’s household to the extent possible. Minimizing in-person contact includes maintaining six feet of separation from other individuals. When maintaining six feet of separation is not feasible, other methods should be utilized to slow the spread of COVID-19, such as wearing a face covering or mask, washing or sanitizing hands frequently, and avoiding sharing utensils or other common objects.
 - C. Inform High Point Village via email or other written method that my Villager has been fever and symptom free (including cough and difficulty breathing) for fourteen days before returning to High Point Village. A fever is defined as 100.4°F or higher.
 - D. Take the temperature of my Villager fifteen minutes before arriving at High Point Village each day and immediately inform High Point Village of a fever temperature reading.
 - E. If, after returning to High Point Village, any temperature or sickness becomes apparent, I agree that my Villager will be separated from the rest of the Villagers until they can be picked up, and they may not return for at least fourteen days and only after testing negative for the COVID-19 virus or presenting a note of clearance from a physician.

In signing this release, I acknowledge and represent that I have read the foregoing Agreement, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen years of age and fully competent; and I execute this Release on behalf of my dependent to the fullest extent allowed by law.

_____ (Signature) _____ (Date)
_____ (Print Name) _____ (Witness)