

RELEASE AND WAIVER OF LIABILITY FOR ADULTS & MINORS
THIS IS A RELEASE OF LEGAL RIGHTS — READ AND UNDERSTAND BEFORE SIGNING

This Waiver and Release of Liability (the "RELEASE") is executed on today's date _____
by _____, an ADULT or by _____, a MINOR
(Print Name) (Print Name) (MM/DD/YYYY)

(the "PASSENGER") and _____, the parent having legal custody
(Print Name)

and/or the legal guardian of the MINOR PASSENGER (the "GUARDIAN"), in favor of [Durham School Services] ("SERVICE PROVIDER") its affiliated parent, owners, subsidiaries, shareholders, officers, directors, managing agents, employees, independent contractors, members, agents, attorneys, investors, assigns, and all other persons or entities (collectively, the "RELEASEES"). This RELEASE must be carefully read and signed in consideration of PASSENGER's ability to enter into or upon the premises, vehicles, locations, and facilities (hereinafter collectively, "PREMISES") where transportation services (hereinafter "SERVICES") will be taking place.

NOW THEREFORE, PASSENGER and/or GUARDIAN do hereby freely, voluntarily and without duress execute this RELEASE under the following terms:

1. PASSENGER and/or GUARDIAN acknowledge and agree that the novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is reported to be contagious, and is believed to spread from person-to-person contact and possibly by contact with contaminated surfaces and objects or in the air. However, the exact methods of spread and contraction are unknown. Evidence has shown that COVID-19 can cause serious and potentially life threatening illness and even death.
2. PASSENGER and GUARDIAN acknowledge and agree that SERVICE PROVIDER cannot prevent them from becoming exposed to, contracting, or spreading COVID-19 while utilizing SERVICE PROVIDER's SERVICES. It is not possible to prevent against the presence of the disease. Therefore, by choosing to utilize SERVICE PROVIDER's SERVICES and/or PREMISES, PASSENGER and/or GUARDIAN may be exposing themselves to and/or increasing their risk of contracting or spreading COVID-19.
3. **ASSUMPTION OF RISK:** PASSENGER and/or GUARDIAN have read and understand the above warnings concerning COVID-19, and hereby choose to assume and accept the risk of being exposed to, contracting, and/or spreading COVID-19 in order to utilize the SERVICES and PREMISES in person. PASSENGER and/or GUARDIAN expressly assume all such risks and dangers whether presently known or unknown and acknowledge that injuries may be compounded or increased by any refusal or failure to follow guidelines issued by the Centers for Disease Control and/or local public health authorities.
4. **WAIVER OF CLAIM/LIABILITY:** PASSENGER and/or GUARDIAN hereby forever release, waive, discharge and covenant not to sue SERVICE PROVIDER and the RELEASEES in connection with exposure, infection, and/or spread of COVID-19 related to utilizing SERVICE PROVIDER's SERVICES and/or PREMISES. PASSENGER and/or GUARDIAN understand that by signing this waiver they release their rights to bring any claims arising out of said exposure, infection or spread of COVID-19 including for personal injuries, death, disease or property losses, or any other loss, including but not limited to claims of negligence and give up any claim to seek damages, whether known or unknown, foreseen or unforeseen (hereinafter "LIABILITY"). The LIABILITY encompasses, but is not limited to, active or passive conduct, premises liability, ordinary negligent enforcement of (or the failure to enact or enforce) rules, regulations and guidelines.
5. **CHOICE OF LAW:** PASSENGER and/or GUARDIAN expressly agree that this RELEASE is intended to be as broad and inclusive as permitted by the laws of the State of Delaware, and that this RELEASE shall be governed by and interpreted in accordance with the laws of the State of Illinois. PASSENGER and/or GUARDIAN agree that in the event that any clause or provision of this AGREEMENT shall be held to be invalid

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by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this RELEASE which shall continue to be enforceable.

I HAVE CAREFULLY READ AND FULLY UNDERSTAND ALL PROVISIONS OF THIS RELEASE, AND FREELY AND KNOWINGLY ASSUME THE RISK AND WAIVE MY RIGHTS CONCERNING LIABILITY AS DESCRIBED ABOVE:

PASSENGER NAME (PRINT):	
SIGNATURE:	
DATE:	

I warrant that I am the parent or guardian of the minor child, and I represent and warrant that I have the full, complete and unrestricted legal right, power and authority to sign this Release on my own behalf and on behalf of the minor child. This Release shall be binding as to the minor child.

NAME OF MINOR CHILD (PRINT):	
NAME OF PARENT/GUARDIAN (PRINT):	
RELATIONSHIP:	
PARENT/GUARDIAN SIGNATURE:	
DATE:	