

**Assumption of Risk, Waiver of Liability, and Indemnification Agreement**  
**Relating to Use of KCDC Facilities and Coronavirus/COVID-19**

The World Health Organization has declared the novel coronavirus, COVID-19, a worldwide pandemic with cases confirmed throughout the United States including in Kansas. COVID-19 is extremely contagious and spreads primarily from person-to-person contact. Federal, state, and local governments and federal, state, and local health agencies (individually or collectively, "Public Health Authorities") have recommended social distancing, prohibited the congregation of groups of people, and put in place other measures to reduce the spread of COVID-19.

The Kansas Children's Discovery Center ("KCDC") has taken certain steps to implement recommended guidance and protocols from Public Health Authorities for slowing the transmission of COVID-19. KCDC has made certain portions of its outdoor classroom and structures therein as designated by KCDC staff (the "Facilities"), available for fee-based use during the pendency of the temporary closure of KCDC due to COVID-19. The undersigned fully understands and appreciates both the known and potential dangers of utilizing the Facilities and services of KCDC and acknowledges that use thereof, despite KCDC's reasonable efforts to mitigate such dangers, may result in injury to person or property, including exposure to COVID-19, which could result in quarantine requirements, serious illness, disability, and/or death.

In further consideration of permission to enter KCDC for observation or use of the Facilities and equipment located thereon, the undersigned hereby agrees to the following:

**USE OF THE FACILITY**

1. I acknowledge the risks of utilizing the Facilities and services of the KCDC and acknowledge that use thereof by myself and members of my party may, despite KCDC's reasonable efforts to mitigate such dangers, result in exposure to COVID-19.
2. I acknowledge that while KCDC staff may be able to provide basic first aid supplies to my party in the event of an injury, KCDC staff is not able to treat an injury of any kind, and I will have to do so myself with the supplies provided or seek medical attention from medical professionals.
3. I agree that the KCDC is not responsible for any personal item(s) lost, stolen, or damaged on KCDC property, and that I will remove all personal items and trash upon my departure from KCDC.
4. I consent to myself and my child(ren)/ward(s) or myself receiving emergency medical care and transportation in the event of serious injury in order to obtain treatment that may be necessary. This release extends to any liability arising out of or in any way connected with the medical treatment and transportation provided in the event of an emergency.

5. I understand that once my scheduled session time at the Facilities has begun, all sales are final and no refunds or credits will be given for any unused time in the session.

6. I understand that KCDC reserves the right, in its sole discretion, to cancel or modify the terms of the visit if KCDC feels environmental conditions create an unsafe event, including but not limited to, the presence of lightning, storms, rain, flooding, or high winds. In the event of any such cancellation, KCDC will offer rescheduling or refund options.

7. I acknowledge and agree that KCDC reserves the right, in its sole discretion, to cancel or modify the terms of the visit at any time based on updated recommended guidance and protocols issued by Public Health Authorities. In the event of any such cancellation, KCDC will offer rescheduling or refund options.

8. I agree and understand that I and my child(ren)/ward(s) are expected to exhibit behavior that is appropriate at all times and to obey all posted rules or instructions by KCDC staff. This includes, generally, respect for all people, equipment, and the Facilities. KCDC may remove me and my child(ren)/ward(s) from the Facilities, without refund, should any behavior in the opinion of KCDC staff endanger the safety of any person, venue, or property of any kind.

#### **WAIVER & RELEASE OF ALL CLAIMS; ASSUMPTION OF RISK**

I agree and understand that KCDC is committed to providing use of the Facilities in a safe manner and holds the safety of visitors in highest regard. I further agree and understand that KCDC continually strives to reduce such risks by insisting that all visitors follow safety rules and instructions that are designed to protect visitors' safety. I also agree and understand that visitors and parents/ guardians of minors who visit KCDC must recognize that there is an inherent risk of injury when choosing to participate in recreational activities and programs. I agree and understand that I am solely responsible for determining if myself or my minor child/ward is physically fit and/or skilled for the activities available at KCDC. I understand that any incident or injury that may occur at KCDC must be reported immediately to KCDC staff. I hereby assume the risk of myself and child(ren)/ward(s) being injured while visiting and specifically waive on my behalf and on behalf of my estate, heirs, and assigns any and all rights and/or causes of action I may have against KCDC or its employees, volunteers, agents, sponsors, or representatives in the event of my own injury or my child(ren)'s/ward(s) injury or death as a result of use of the Facilities.

I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to myself or my child(ren)/ward(s) (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I or my child(ren)/wards may experience or incur in connection with use of the Facilities. I assume all hazards and risks, incidental to such participation in a visit to KCDC, including but not limited to use of the Facilities. On my behalf, and on behalf of my children, I hereby release, covenant not

to sue, discharge, and hold harmless KCDC, its employees, volunteers, agents, sponsors or representatives, of and from the claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. I further understand and agree that this release includes any and all claims arising from COVID-19 based on the actions, omissions, or negligence of KCDC, its employees, agents, and representatives whether a COVID-19 infection or other COVID-related loss occurs before, during, or after my visit. I hereby release, absolve, waive, indemnify, and agree to hold harmless the KCDC and any of their employees, volunteers, agents, sponsors or representatives from any claim arising out of an injury to myself and/or my child(ren)/ward(s) and from any and all claims, causes of action, obligations, lawsuits, charges complaints, contracts, controversies, covenants, agreements, promises, damages, unknown, arising out of or connected with my or my child(ren)/ward(s) visit to KCDC and the Facilities.

This Agreement is intended to be broad and inclusive as permitted by the laws of the State of Kansas and if any portion hereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

I, as parent or guardian, acknowledge that I have carefully read, accepted and agreed to the terms of this Assumption of Risk, Waiver of Liability, and Indemnification Agreement Relating to the Use of KCDC Facilities and Coronavirus/COVID-19 and know and understand its contents and sign the same on my own free act and deed. This Agreement is made on behalf of myself and my minor children and/or those minor children I hold legal guardianship over, listed below, and I affirm that I have full authority to sign this Agreement on behalf of such minors.

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Signature of Parent/Guardian

Date

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Printed Name of Parent/Guardian

Name of Child/Ward