

COVID-19 REOPENING PROTOCOLS AND FULL RELEASE OF LIABILITY

At RUSH, we are taking proactive steps to safely re-open our facilities for our attendees, their families and our staff. According to the Centers for Disease Control and Prevention (CDC) (online resources: www.cdc.gov/coronavirus), you can take steps to protect yourself, and others from the 2019 Novel Coronavirus (COVID-19). The CDC advises:

- The virus is thought to spread mainly from person-to-person. Recent studies indicate that people who are infected but do not have symptoms likely also play a role in the spread of COVID-19.
- > The virus can also survive on surfaces and spread to individuals who touch those surfaces.
- > There is currently no vaccine to prevent COVID-19.
- > The best way to prevent illness is to avoid being exposed to this virus.

With that in mind, the staff at RUSH are striving to take the necessary precautions as to the safety of its facilities, employees, students and visitors and we ask that all employees and attendees join us in this effort.

SYMPTOMS of COVID-19 can range from mild to severe and can include:

- > Fever (100.40F) or higher
- > Cough
- > Shortness of breath, difficulty breathing
- > Running nose
- > Sneezing
- > Muscle Pain
- > Tiredness
- > Symptoms and isolation periods will be updated periodically as information becomes available following the emergence of a pandemic virus strain.

While there is currently no vaccine to prevent COVID-19, there are a few things you can do to keep RUSH and our community healthy. The CDC, the United States Occupational Safety and Health Administration and the Georgia Department of Health all advise:

- <u>Wash your hands</u> often with soap and water for at least 20 seconds. If soap and water are not available, use <u>hand sanitizer</u>. Look for one that is 60% or higher alcohol-based. Avoid making your own hand sanitizer. If made incorrectly, it can burn the skin.
- Reduce close contact with others by practicing physical or "<u>social distancing</u>." This means staying home as much as possible and avoiding groups. If you do need to run an essential errand like going to the grocery store or pharmacy for your family, the CDC recommends wearing a <u>cloth face covering</u>.

WAIVER FOR ILLNESS OR INJURY (INCLUDING COVID-19) AND ACKNOWLEDGMENT

- Clean and <u>disinfect</u> your home as usual using regular household cleaning sprays or wipes.
- Avoid touching your face.
- Stay home if you are sick or are experiencing any of the COVID-19 symptoms listed. Please stay home if anyone in your home is sick or exhibiting any of the symptoms listed.

IN CONTEMPLATION OF THESE GUIDLINES, ALL PARENTS AND GUARDIANS, ON BEHALF OF RUSH ATTENDEES AND INDIVIDUALLY, MUST SIGN THE FOLLOWING FORM AND MUST INFORM RUSH OF ANY CHANGES OF CIRCUMSTANCES FOR THE CHILD OR THE PARENT OR GUARDIAN. IF THE ABOVE PARENTS AND GUARDIANS HAVE ADDITIONAL VISITORS WITH THE FAMILY, THEY ARE RESPONSIBLE FOR HAVING THOSE VISITORS ALSO SIGN THE FOLLOWING FORM.

ACKNOWLEDGEMENT, RELEASE and WAIVER of LIABILITY AGREEMENT FOR LOSS, INJURY OR ILLNESS including COVID-19

WHEREAS, Perimeter Church as owner and operator of RUSH, which includes JHi and Watershed student ministries, the business located at 9500 Medlock Bridge Rd, Johns Creek, GA 30097 ("RUSH"), and is willing to permit the individuals signing this Agreement and their minor child(ren) (hereinafter "child" or "Student") to attend RUSH for the purpose of participating in RUSH activities, events on and off Perimeter Church premises, and related services (the "Activities"), upon the terms and conditions of this Agreement;

WHEREAS, the undersigned acknowledges and affirms that he/she identified below has not experienced symptoms of COVID-19 or has been exposed to any individual who has tested positive for COVID-19 in the last 14 days; and

WHEREAS, the undersigned acknowledges and affirms that he/she identified below on behalf of Student who is a minor child, that said child has not experienced symptoms of COVID-19 or has been exposed to any individual who has tested positive for COVID-19 in the last 14 days;

WHEREAS, the undersigned acknowledges and affirms they have reviewed and signed a general waiver to attend RUSH, which remains in full force and effect and is expressly incorporated herein by reference;

WHEREAS, the undersigned expressly acknowledges and affirms they the laws, rules, orders, and regulations concerning COVID-19 are constantly changing and RUSH reserves the right to make any additions, amendments, or other changes to this Agreement; and

WHEREAS, to reduce the spread of COVID-19 to the patrons and staff of RUSH, for good and valuable consideration, including but not limited to being provided access to and use of RUSH and participation in the Activities, the undersigned, on behalf of themselves and any minor children named below, hereby stipulate and agree:

1. <u>Use of RUSH.</u> I understand and agree that I may only use RUSH for the purpose of engaging in the Activities and must advise RUSH of any change of circumstances in the health or of any exposure by me to someone who has tested positive for COVID-19 until further notice. I also agree to review and comply with all posted signage regarding safety practices. In addition to the foregoing, I further acknowledge, understand and agree to the following with respect to attending RUSH:

• <u>Masks</u>. All Students, staff, and volunteers must wear masks when in Perimeter Church's building and facilities. Students, staff and volunteers may not be required to wear masks outside. When Students, staff

and volunteers are in vans, masks are required. If an off-site location, including any missions site or other partner with RUSH requires masks, Students, staff and volunteers must comply with that requirement. When RUSH musicians, performers or speakers are on stage, a mask is not required. When RUSH dancers are in the studio at Perimeter Church are practicing and/or performing, a mask is not required.

- <u>Social Distancing Guidelines</u>. Students will be placed into set groups, also referred to as "pods," for the week of Rush. Students will stay with their same pod during RUSH sessions, small groups, missions and transportation to and from mission sites for the entirety of RUSH. RUSH will encourage social distancing and work to accommodate, but cannot fully guarantee at all times, same. Small groups will meet outside when weather permits to enable greater opportunity to socially distance and provide better air movement.
- <u>Hand Sanitizer</u>. Hand Sanitizer will be available to Students. While RUSH will encourage use of hand sanitizer, Students may and are encouraged to also bring their own hand sanitizer at the discretion of the Students' Parent and/or Guardian.

RUSH, in submission with local and state guidelines, reserves the right to request that a parent or guardian pick up their Student from RUSH if they exhibit, or begin to exhibit, symptoms related to COVID-19. In the event of a positive case of COVID-19 present at RUSH, RUSH may ask certain Students, or groups of Students, to refrain from attending RUSH for a duration of time as recommended by the Department of Health and Governor's orders.

2. <u>Assumption of Risk.</u> I understand and acknowledge that the activities that take place at RUSH may be dangerous and may involve the risk that I will contract a serious illness (**including COVID-19**) or injury, temporary or permanent disability, death, and/or property damage. I understand that the activities that take place at RUSH may not be supervised and that RUSH does not provide medical services. I further acknowledge that any illness or injury sustained while RUSH may be compounded by negligent or delayed medical service. I further acknowledge that there are inherent risks associated with the Activities at RUSH such that there is an increased risk that I contract a serious illness (**including COVID-19**). I VOLUNTARILY AND FREELY ASSUME ALL RISKS AND DANGERS THAT MAY OCCUR PURSUANT TO MY USE OF AND PARTICPATION IN ACTIVITIES AT RUSH, INCLUDING THE RISK OF ILLNESS. INJURY, DEATH, OR PROPERTY DAMAGE.

3. **Release from Liability.** I hereby agree, on behalf of myself, my heirs, my personal representatives, and Student who is a minor child and whom I have full legal authority to sign on behalf of, to fully and forever discharge and release RUSH and Perimeter Church and its affiliates, and their respective partners, agents, operators, managers, employees, and representatives ("Released Parties") from any and all claims I may have or hereinafter have for any illness, injury, temporary or permanent disability, death, damages, liabilities, expenses and/or causes of action, now known or hereinafter known in any jurisdiction in the world, attributable or relating in any manner to my entry upon and use of RUSH, whether caused by the negligence of RUSH or any of the Released Parties or by any other reason. I acknowledge and agree that this Release and Waiver of Liability is intended to be, and is, a complete release of any responsibility of the Released Parties for any and all illness (including COVID-19 or other communicable disease or illness), personal injuries, temporary or permanent disability, death, and/or property damage sustained by me while on or attending RUSH.

4. <u>Covenant Not to Sue.</u> I agree, for myself, and any heirs, not to sue the Released Parties or initiate or assist in the prosecution of any claim for damages or cause of action against the Released Parties which I, or any heirs may have as a result of any illness, personal injury, death or property damage I or my child may sustain while on or attending RUSH.

5. <u>Responsibility for Personal Property.</u> I acknowledge and agree that I am fully and solely responsible for any of my property and personal belongings that I bring onto Perimeter Church property and that RUSH will not be responsible for or provide any security for my property and personal belongings.

6. <u>No Representations by Company</u>. I acknowledge that RUSH makes no representation as to the condition of RUSH or the safety of any structures or equipment that may be used at RUSH. I accept and shall attend RUSH in its "AS IS" condition. I acknowledge and agree that I am not relying upon any representation or statement by RUSH or its employees, agents, or representatives regarding this Agreement or RUSH except to the extent such representations are expressly set forth in this agreement.

7. <u>Governing Law and Agreement to Arbitration</u>. This Release and Waiver of Liability agreement will be governed by and interpreted in accordance with the laws of the State of Georgia, <u>I agree that any controversy</u> or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial [or other] Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

8. <u>Waiver.</u> No waiver of any term or right in this Release and Waiver of Liability agreement shall be effective unless in writing, signed by an authorized representative of the waiving party. The failure of any party to enforce any provision of this agreement shall not be construed as a waiver or modification of such provision, or impairment of its right to enforce such provision or any other provision of this agreement thereafter.

9. <u>Survival and Severability.</u> Any provision of this Release and Waiver of Liability agreement providing for performance by either party after termination of this agreement shall survive such termination and shall continue to be effective and enforceable. If any provision or portion of this Release and Waiver of Liability agreement shall be held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions or portions shall remain in full force and effect.

I HEREBY ACKNOWLEDGE THAT I HAVE FULLY READ AND UNDERSTAND EACH OF THE ABOVE PROVISIONS. I ACKNOWLEDGE THAT <u>NEITHER</u> I NOR THE CHILD INDICATED BELOW ARE EXPERIENCING SYMPTOMS OF COVID-19 AND THAT I HAVE NOT BEEN EXPOSED TO ANYONE WHO HAS TESTED POSITIVE FOR COVID-19 WITHIN THE LAST 14 DAYS. I AM AT LEAST EIGHTEEN (18) YEARS OF AGE AND FULLY COMPETENT, AND I EXECUTE THIS AGREEMENT VOLUNTARILY AND FOR ADEQUATE CONSIDERATION INTENDING TO BE FULLY BOUND.

ADULT:	
By:	
Name:	
Deter	
Date:	

On Behalf of:
