

Hebrew Day Preschool Waiver SUMMER 2020

ADDENDUM TO PRESCHOOL ADMISSIONS AGREEMENT

This Addendum to Hebrew Day Preschool Admissions Agreement (this “Addendum”) is entered into as of the last signature date below (the “Effective Date”) by and between Development Center, a California corporation doing business as Hebrew Day Preschool (“preschool”), and the undersigned parent or legal guardian (“Parent”).

AGREEMENT

The parties hereto agree as follows:

- 1. Amendment to Admissions Agreement.** The Admissions Agreement is hereby amended by adding the following as a new Section 33 of the Admissions Agreement: “33. Force Majeure. Child Development Center will be excused from performance under this Preschool Admissions Agreement for any period of time during which, and to the extent that, it is prevented from performing any obligation or service, in whole or in part, as a result of a cause beyond its reasonable control, including, but not limited to, (a) acts of God, (b) acts of war, (c) fire, (d) communication line failures or power failures, (e) earthquakes, floods, blizzard or other natural disasters, and (f) the outbreak of contagious disease, epidemic or pandemic (including COVID-19), any shutdown or limiting of any government services as a result thereof and any declaration of martial law, quarantine or similar directive, guidance, policy or other action by any governmental authority related thereto (a “Force Majeure Event”). Upon the occurrence of any Force Majeure Event, preschool Child Development Center will deliver to you written notice (which may be by email) thereof as soon as reasonably practicable after the occurrence of such Force Majeure Event.”
- 2. Waiver and Release of Liability.** In connection with the execution and delivery of this Addendum, Parent shall execute and deliver to preschool the Waiver and Release of Liability attached hereto as Exhibit A.
- 3. Remaining Terms Ratified.** Except as expressly amended or modified herein, all terms and conditions of the Admissions Agreement are hereby ratified, confirmed and approved and shall remain in full force and effect. In the event of any conflict or inconsistency between this Addendum and the Admissions Agreement, this Addendum shall govern.
- 4. Miscellaneous.** This Addendum shall be governed by, construed and interpreted in accordance with the laws of the State of California, without regard to choice of law principles. This Addendum may be executed and delivered by facsimile or electronic signature (including DocuSign) and in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum as of the Effective Date.

Preschool: San Diego Hebrew Day Preschool CHILD DEVELOPMENT CENTER

By: _____

Name: _____

Title: _____

Date: _____

PARENT:

(Signature of Parent or Legal Guardian)

(Printed Name of Parent or Legal Guardian)

(Name of Child)

Date

EXHIBIT A

WAIVER AND RELEASE OF LIABILITY

In consideration of being permitted, and my child being permitted, to enter the premises and facilities (the "Premises") of Hebrew Day Preschool Child Development Center, a California corporation doing business as Hebrew Day Preschool ("Preschool"), and attend Preschool pursuant to, and in accordance with, that certain Preschool Admissions Agreement by and between Preschool and me (as amended), I hereby acknowledge and agree to the following on behalf of myself and my child:

1. **ASSUMPTION OF RISK.** I hereby acknowledge that (a) the novel coronavirus COVID-19 ("**COVID-19**") is extremely contagious and is believed to spread mainly from person-to-person contact, (b) entering the Premises and/or attending Hebrew Day Preschool could increase my and my child's risk of being exposed to and/or infected by COVID-19, (c) such exposure or infection may result in a serious medical condition requiring medical treatment in a hospital or could possibly lead to death, and (d) such exposure or infection may result from the actions, omissions, or negligence of preschool, its officers, directors, managers, shareholders, agents, employees, volunteers, representatives and/or other preschool attendees and families. I, on behalf of myself, my child and each of our heirs, successors and assigns, knowingly, freely and fully assume all such risks. I, on behalf of myself, my child and each of our heirs, accept sole responsibility for any injury to myself or my child (including, without limitation, personal injury, disability, death or other loss or liability) as a result of such risks and/or our entering the Premises and/or attending preschool.

2. **RELEASE.** I, on behalf of myself, my child and each of our heirs, successors and assigns, hereby forever and irrevocably release, waive, relinquish, and discharge Preschool and its officers, directors, managers, shareholders, agents, employees, representatives, volunteers and successors and assigns (collectively, the "Released Parties") from any and all claims, demands, liabilities, responsibilities, rights, damages, expenses, and causes of action of whatever kind or nature, and other losses of any kind, whether known or unknown, foreseen or unforeseen, (collectively, "Damages") as a result of me and/or my child entering the Premises and/or attending Preschool, including, but not limited to, any Damages (a) related to any exposure to or infection by COVID-19 (including any personal injury, disability, death or other loss or liability related thereto) and (b) based on the actions, omissions, or negligence of Preschool or the other Released Parties (collectively, the "Released Claims").

3. **WAIVER OF SECTION 1542.** I, on behalf of myself and my child, (a) hereby expressly waive all rights afforded by Section 1542 of the California Civil Code ("Section 1542") with respect to the Released Parties and Released Claims, (b) acknowledge that neither I nor my child may invoke the benefits of Section 1542 or any similar provision in order to prosecute or assert in any manner any Released Claims and (c) am aware that Section 1542 provides as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASING PARTY.

Thus, notwithstanding the provisions of the California Civil Code, including Section 1542, and for the purpose of implementing a full and complete release and discharge of Preschool and the other Released Parties, I, on behalf of myself and my child, expressly acknowledge that the releases in this Waiver and Release of Liability (this "**Waiver**") are intended to include in its effect, without limitation, all matters which I and/or my child do not know or suspect to exist in our favor at the time of execution hereof, and thus, this Waiver contemplates the extinguishment of any such matters. Furthermore, I, on behalf of myself and my child, expressly acknowledge that the foregoing waiver of Section 1542 has been separately bargained for.

4. **COVENANT NOT TO SUE.** I, on behalf of myself and my child, hereby agree and covenant never to file a lawsuit, arbitration proceeding or any other administrative proceeding against Preschool or the other Released Parties for any Released Claims or Damages related thereto.

5. **REPRESENTATIONS AND WARRANTIES.** I hereby represent and warrant to Preschool that: (a) I am the parent or legal guardian of the child listed below and am authorized to sign documents on such child's behalf, (b) I am of legal age and have the right to contract in my own name, (c) I have the full power and authority to execute this Waiver and (d) I have read this Waiver completely and I fully understand its contents.

6. **INTERPRETATION; SEVERABILITY.** I expressly agree that this Waiver is intended to be as broad and inclusive as is permitted by the laws of the State of California and that if any portion hereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

7. **GOVERNING LAW; MODIFICATIONS.** This Waiver shall be governed by and construed in accordance with the laws of the State of California, notwithstanding its conflict of laws principles. No modifications of this Waiver or any of its terms shall be effective unless in writing signed by a duly authorized representative of Preschool and me.

I HAVE FULLY READ AND UNDERSTAND THE CONTENTS OF THIS WAIVER AND I SIGN BELOW TO INDICATE MY AGREEMENT OF MY OWN FREE WILL.

SIGNATURE of PARENT or LEGAL GUARDIAN: _____

PRINTED NAME of PARENT or LEGAL GUARDIAN: _____

NAME of CHILD: _____

DATE: _____, 20__