

Assumption of Risk, Release of Liability, and Exculpation Agreement

1. *PARTIES TO AGREEMENT.* This Assumption of Risk, Release of Liability, and Exculpation Agreement (hereinafter “Agreement”) is entered into by and between Earthbound Skills, LLC (hereinafter “Earthbound”) and _____ (hereinafter “Participant”), collectively referred to as “the Parties.”

2. *TERM OF AGREEMENT.* This Agreement is entered into by and between the Parties on this _____ day of _____, 20____, and shall concern and regard acts and activities that occur within one year of the date of this Agreement (“the contract term”).

3. *ASSUMPTION OF RISK.* Participant is aware of and acknowledges the inherent risks of sickness, injury, death, and property damage involved in participating in Earthbound’s programs, including and without limitation to health and safety risks due to being exposed to or contracting the disease known as COVID-19 or other viral or bacterial infections, risk of physical injuries including sprains, broken bones, pulled or torn muscles or ligaments, injury to the head, cuts, scrapes, bruising, and lacerations, risk of drowning, or death. Participant is aware of the risks of sickness, injury, death, and property damage that may result from, among other causes, the active or passive negligence of Earthbound and its officers, directors, managing members, employees, agents, volunteers, and attorneys (collectively referred to as the “Released Parties”), including without and limitation to the risk of negligent instruction or supervision. Participant is also aware of the inherent risk of potential natural disasters and hazards that may cause a danger to Participant in the form of sickness, injury, death, and property damage, including and without limitation to falling tree branches, dangerous weather conditions, and fire danger. Participant is voluntarily engaged in Earthbound’s programs with knowledge of the risks of sickness, injury, death, property damage, and other risks, and assumes any and all known and unknown risks of sickness, injury, death, and property damage that may result from participating in Earthbound’s programs.

4. *RELEASE OF LIABILITY.* Participant releases, covenants not to sue, discharges, and holds harmless the Released Parties from all liability to Participant and Participant’s principals, employees, agents, attorneys, representatives, guardians, successors, assigns, heirs, children, and next of kin for all liability, claims, damage, or demands for sickness, personal injury, death, or property damage, arising from or related to this Agreement or to participating in Earthbound’s programs, whether the sickness, injury, death, or property damage occurs on or off the premises, or before, during, or after participating in Earthbound’s programs. This Agreement and release includes, without limitation to, any sickness, personal injury, death, or property damage caused by the active or passive negligence of any of the Released Parties. Participant bears sole responsibility for any loss.

5. *KNOWING AND VOLUNTARY EXECUTION.* Participant acknowledges that he/she/they has carefully read this Agreement, understands its contents, and understands that this Agreement includes an assumption of the risk of the Released Parties’ negligence and a release of their liability. Participant acknowledges that the Parties are materially relying on this waiver and Agreement, and is allowing Participant to engage in Earthbound’s summer camps and homeschool programs.

6. *ARBITRATION.* If a dispute arises between the Parties regarding or concerning this Agreement or its terms, the matter must be submitted to binding arbitration. All disputes will be handled and considered according to California law.

Date: _____

Print name: _____,

on behalf of minor child,

AGREEMENT TO REDUCE THE RISK OF SPREADING COVID-19

I CERTIFY IF AT ANY TIME FOLLOWING THE EXECUTION OF THIS RELEASE, MYSELF OR MY CHILD(REN):

(1) EXPERIENCE ANY SYMPTOMS OF COVID-19, INCLUDING HEADACHE, NAUSEA, FEVER OR CHILLS, SHORTNESS OF BREATH, COUGHING, FATIGUE, OR MUSCLE OR BODY ACHES, (2) HAVE COME IN CONTACT WITH ANY INDIVIDUAL WHO TESTED POSITIVE FOR COVID-19, (3) HAVE TESTED POSITIVE FOR COVID-19, OR (4) HAVE TRAVELED OUTSIDE THE UNITED STATES WITHIN THE LAST 14 DAYS,

THAT I AND OR MY CHILD(REN) WILL ABSTAIN FROM PARTICIPATING IN ALL EARTHBOUND'S PROGRAMS AND WILL NOT UNDER ANY CIRCUMSTANCE TRAVEL TO THE PREMISES FOR AT LEAST THIRTY (30) DAYS. FURTHERMORE, I CERTIFY THAT IF MYSELF OR MY CHILD(REN) HAVE BEEN DIAGNOSED WITH COVID-19 THAT I WILL NOT RETURN TO THE PREMISES UNTIL MYSELF OR MY CHILD(REN) HAVE TESTED NEGATIVE FOR COVID-19.

I UNDERSTAND THAT COVID-19 IS A HIGHLY CONTAGIOUS VIRUS THAT IS EASILY SPREAD FROM PERSON TO PERSON AND HAS BEEN KNOWN TO SPREAD RAPIDLY THROUGHOUT COMMUNITIES. I UNDERSTAND THAT MYSELF OR MY CHILD(REN) MAY COME INTO CONTACT WITH AND CONTRACT COVID-19. I UNDERSTAND THAT SOME INDIVIDUALS ARE KNOWN AS ASYMPTOMATIC FOR COVID-19 AND MAY HAVE COVID-19 WITHOUT EXHIBITING ANY OR MINOR SYMPTOMS. I UNDERSTAND THAT THESE INDIVIDUALS MAY ATTEND OR PARTICIPATE IN EARTHBOUND'S PROGRAMS AND COME TO EARTHBOUND'S PREMISES, THEREBY ENDANGERING MYSELF OR MY CHILD(REN) OF CONTRACTING COVID-19.

I CERTIFY THAT EARTHBOUND IS IN NO WAY RESPONSIBLE PREVENTING THE SPREAD OF COVID-19 TO MYSELF OR MY CHILD(REN), EVEN WHILE WE ARE ON EARTHBOUND'S PREMISES OR ARE PARTICIPATING IN EARTHBOUND'S PROGRAMS. I CERTIFY THAT I AM ASSUMING ALL RISKS OF CONTRACTING COVID-19 BOTH BEFORE, DURING, AND AFTER EARTHBOUND'S PROGRAMS, AND BOTH ON AND OFF OF EARTHBOUND'S PREMISES. I CERTIFY TO RELEASE, AGREE NOT TO SUE, HOLD HARMLESS, AND DISCHARGE EARTHBOUND AND ITS OFFICERS, DIRECTORS, MANAGING MEMBERS, EMPLOYEES, AGENTS, VOLUNTEERS, AND ATTORNEYS FROM ANY AND ALL KNOWN AND UNKNOWN RISKS ASSOCIATED WITH CONTRACTING COVID-19 BOTH BEFORE, DURING, AND AFTER EARTHBOUND'S PROGRAMS, AND BOTH ON AND OFF OF EARTHBOUND'S PREMISES.

Date: _____

Print name: _____