

## The Assumption of the Risk and Waiver of Liability Relating to Coronavirus/COVID-19

The coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. As a result, federal, state, and local governments and federal and state health agencies recommend social distancing and have, in many locations, prohibited the congregation of groups of people.

### Client Must Initial Here To Confirm Their Understanding

\_\_\_\_ Initial 1. The Toby Center for Family Transitions agency or Center (“the Center”) has put in place preventative measures to help reduce the spread of COVID-19; however, the Center cannot guarantee that you or your child(ren) will not become infected with COVID-19. Further, attending Center locations, representative offices, and/or places for supervised visitation, monitored child exchange, individual and family therapy could increase your risk and your child(ren)’s risk of contracting COVID-19 and other infections.

\_\_\_\_ Initial 2. All parties are therefore urged to follow CDC guidelines for virus interventions including a) social distancing; b) wearing of masks; c) frequent handwashing; d) covering of face when coughing or sneezing; e) frequent sanitizing of commonly used surfaces with hand sanitizers, and or sanitizing spray cleaners and all other recommendations for reducing the likelihood of viral transmission. I will follow these guidelines.

\_\_\_\_ Initial 3. It is imperative that all parties defer to the instructions of the Toby Center Family Monitor, therapist and/or facilitator in order that stress is reduced and that appropriate interventions may be followed to reduce risks of infection so that visitations and monitored child exchanges may be conducted as safely as possible.

### Client Agreement for In-Person Visitation Services - Client Signature Required Below

By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that my child(ren) and I may be exposed to or infected by COVID-19 by attending the Center, or locations agreed to by all parties for the services offered by Family Monitors and Clinicians and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 at the Center and the mutually agreed upon locations may result from the actions, omissions, or negligence of myself and others, including, but not limited to, Center contractors and employees, volunteers, agents, representatives and program participants and their families.

I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to my child(ren) or myself (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) may experience or incur in connection with my child(ren)’s attendance at the Center or participation in Center programming (“Claims”). On my behalf, and on behalf of my children, I hereby release, covenant not to sue, discharge, and hold harmless the Center, its contractors and employees, agents, and 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 understand and agree that this release includes any Claims based on the actions, omissions, or negligence of the Center, its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation in any Center program.

**Signature of Parent/Guardian** \_\_\_\_\_ **Date:** \_\_\_\_\_  
**Print Name:** \_\_\_\_\_ **Custodial** \_\_\_ **Non Custodial Parent** \_\_\_  
**Best Contact Number** \_\_\_\_\_ **Email Address** \_\_\_\_\_