



## **Assumption of the Risk and Waiver of Liability relating to Coronavirus/COVID-19**

The novel 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.

SPARK has put in place preventative measures to reduce the spread of COVID-19 for our Plein Air Camp; however, despite the numerous preventative measures being taken, Spark cannot guarantee that you or your child(ren) will not become infected with COVID-19.

Preventative measures we will implement during the camp:

- Camp rules and restrictions explained to the children on first day of camp
- No shared supplies or snacks
- Hand-washing and sanitization whenever possible
- Walking to and from parks with space (we don't hold hands at Spark)
- Social distancing inside the studio (stations spaced out for 8 kids.)
- Daily disinfecting /cleaning of studio before and prior inside classes (Building has been operating at since March)
- Using the stairs (not elevator) to access studio
- Using the Bathrooms in Park ( Riverside ) with rigorous hand washing pre and post bathroom use.
- Child safe 6 foot zones when outside to maintain distance (this is inherent with Plein Air Art)

Kindly put, if you are uncomfortable with any of this or you are not ready (which is fine!) then this camp isn't for you. We have lots of virtual classes and programs for your kids. that they can participate in. - [www.thespark.nyc/sparkonline](http://www.thespark.nyc/sparkonline)

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 Spark 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 Spark may result from the actions, omissions, or negligence of myself and others, including, but not limited to, Spark employees 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 Spark or participation in Spark programming ("Claims").

On my behalf, and on behalf of my children, I hereby release, covenant not to sue, discharge, and hold harmless Spark, its 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 Spark its owner, Sebastian Alappat, employee, and representatives, whether a COVID-19 infection occurs before, during, or after participation in any camp program.

---

Signature of Parent/Guardian Date

---

Print Name of Parent/Guardian Name of Club Participant(s)

I acknowledge the contagious nature of the Coronavirus/COVID-19 and that the CDC and many other public health authorities still recommend practicing social distancing.

I further acknowledge that *Sebastian Alappat LLC (dba Spark)* has put in place preventative measures to reduce the spread of the Coronavirus/COVID-19.

I further acknowledge that *Spark* can not guarantee that I will not become infected with the Coronavirus/Covid-19. I understand that the risk of becoming exposed to and/or infected by the Coronavirus/COVID-19 may result from the actions, omissions, or negligence of myself and others, including, but not limited.

I voluntarily seek services provided by *Spark* and acknowledge that I am increasing my risk to exposure to the Coronavirus/COVID-19. I acknowledge that I must comply with all set procedures to reduce the spread while attending my child's attendance in camp.

I attest that:

My child is not experiencing any symptoms of illness such as cough, shortness of breath or difficulty breathing, fever, chills, repeated shaking with chills, muscle pain, headache, sore throat, or new loss of taste or smell.

My child has not traveled internationally within the last 14 days.

My child has not traveled to a highly impacted area within the United States of America in the last 14 days.

I do not believe my child has been exposed to someone with a suspected and/or confirmed case of the Coronavirus/COVID-19.

My child has not been diagnosed with Coronavirus/Covid-19 and not yet cleared as non contagious by state or local public health authorities.

My family/child have been following all CDC recommended guidelines as much as possible and limiting my exposure to the Coronavirus/COVID-19.

I hereby release and agree to hold *Spark* harmless from, and waive on behalf of myself, my heirs, and any personal representatives any and all causes of action, claims, demands, damages, costs, expenses and compensation for damage or loss to myself and/or property that may be caused by any act, or failure to act of the salon, or that may otherwise arise in any way in connection with any services received from *Spark*. I understand that this release discharges *Spark* from any liability or claim that I, my heirs, or any personal representatives may have against the salon with respect to any bodily injury, illness, death, medical treatment, or property damage that may arise from, or in connection to, any services received from *Spark*. This liability waiver and release extends to the business of Spark and its owners, Sebastian Alappat and employees.

---

Signature of Parent/Guardian

---

Date

---

Name of Camp Participant(s)