

**INFORMED CONSENT, WAIVER OF LIABILITY, INDEMNITY, AND HOLD HARMLESS AGREEMENT FOR  
IN-PERSON SERVICES DURING COVID-19 PUBLIC HEALTH CRISIS**

Date: \_\_\_\_\_  
Parent: \_\_\_\_\_  
Child: \_\_\_\_\_

This document contains important information about the decision to resume or begin any in-person daycare services in light of the COVID-19 public health crisis.

MANDEVILLE KINDER HAUS LLC (herein after referred to as "KINDER HAUS"), a limited liability corporation doing business in St. Tammany Parish, is doing everything we can to protect you as well as our staff. To this extent, we will be following the Center of Disease Control (CDC), World Health Organization (WHO), federal, and local health department and governmental guidelines with regard to social distancing practices in order to reduce the spread of Novel Coronavirus, or COVID-19. This will require everyone entering this building, unless living in the same household or isolation cell, to maintain six (6) feet of distance between each other as much as possible.

We will require all individuals working for KINDER HAUS or who enter the building and interact with the public to utilize either surgical masks or improvised masks such as scarves, bandanas, and handkerchiefs to reduce the risk of exposure to yourself and others.

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IN CONSIDERATION for being permitted to utilize the services of KINDER HAUS , the undersigned, on behalf of him/her/themselves and their child and any personal representatives, heirs, successors, executors, administrators, assigns, and next of kin ("the undersigned", "Client", "I", "child(ren)", and "you") hereby acknowledges, agrees and represents that he or she has carefully read this document and accepts the KINDER HAUS as being safe and reasonably suited for the use of its services by the undersigned.

**By signing this agreement I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that I or my children/family/individuals may be exposed to or infected by COVID-19 by visiting the facility and that such exposure or infection may result in personal injury, illness, permanent disability, death, damages, and loss of wages.** I understand that the risk of becoming exposed to or infected by COVID-19 at KINDER HAUS may result from the actions, omissions, or negligence of myself and others, including, but not limited to, KINDER HAUS employees, volunteers, independent contractors, directors, agents, individuals entering the premises, and facility participants and their families.

IN FURTHER CONSIDERATION FOR BEING PERMITTED TO ENTER KINDER HAUS PROPERTY FOR ANY PURPOSE INCLUDING, BUT NOT LIMITED TO, OBSERVATION OR USE OF THE FACILITIES OR EQUIPMENT, OR PARTICIPATION IN ANY ON-SITE OR OFF-SITE PROGRAM AFFILIATED WITH KINDER HAUS, THE UNDERSIGNED AGREES TO THE FOLLOWING:

**ASSUMPTION OF RISK:** I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury, including but not limited to physical injury, mental injury, any and all costs, expenses, damages, claims, lawsuits, judgments, losses, and/or liabilities (including attorney's fees) arising either directly or indirectly from or related to what myself, my child or family may experience or incur in connection with my or my children's attendance at KINDER HAUS.

**HOLD HARMLESS & WAIVER OF LIABILITY:** On my behalf and on behalf of my child, hereby release, covenant not to sue, discharge, and hold harmless the KINDER HAUS, its agents, assigns, employees, independent contractors, directors of and from the Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out or relating thereto. I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of the KINDER HAUS, its staff, officers, agents, assigns, employees, independent contractors, directors, whether a COVID-19 infection occurs before, during, or after participation at the KINDER HAUS.

**INDEMNITY AGREEMENT:** I agree to indemnify, defend, and hold harmless the KINDER HAUS of any and all claims made by or against KINDER HAUS to myself or my family, illness, damage, loss, claim, liability or expense of any kind due to bodily injury, mental injury, death, loss of use, monetary loss, or any other injury from or related to my use, my child's use of the KINDER HAUS services and facility, tools, equipment, or materials, whether caused by negligence or otherwise specifically related to COVID-19.

#### **Decision to Meet Face-to-Face**

You have made the decision to have your child meet in person for daycare, summer camp, or services located at KINDER HAUS. You, or an agent or representative, have also made the decision to be on the KINDER HAUS premises to pick up and drop off your child or children.

If there are additional outbreaks, continued outbreaks, new outbreaks, or changes in the COVID-19 pandemic, if other health concerns arise, or if the St. Tammany Parish or Louisiana Phase Reopening Guidelines change or regress, then the facility may be closed.

#### **Risks of Opting for In-Person Services**

You understand that cases of COVID-19 have been reported in Louisiana, St. Tammany Parish, and Mandeville. You understand that by coming to the facility, you and your child are assuming the risk of exposure to the coronavirus commonly known as COVID-19 along with other public health risks. This risk may increase if you or your child travel by public transportation, shuttle bus, cab, taxi, or ridesharing service, including but not limited to Lyft or Uber.

You understand and recognize that because the KINDER HAUS is open for use by other individuals and that you and your child are at a higher risk of contracting COVID-19.

You understand, recognize, and agree that you are personally responsible for you and your child's safety and actions while utilizing services or being on the premises of KINDER HAUS. You agree to

comply with all KINDER HAUS policies and rules, including but not limited to guidelines, signage, instructions (written or verbal).

**You understand that with small children such as the children at KINDER HAUS, we will make all efforts to keep children six feet apart. However, it is not possible to ensure six feet of distance among the children and the caregivers in a childcare setting. You understand both the known and potential dangers of utilizing the facilities, services, programs and equipment of KINDER HAUS and acknowledges that use thereof by the undersigned and/or their child(ren) may, despite the KINDER HAUS's reasonable efforts to mitigate such dangers, result in exposure to COVID-19, which could result in quarantine requirements, serious illness, disability, and/or death**

### **Your Responsibility to Minimize Your Exposure**

To obtain services in person, you agree to take certain precautions which will help keep everyone (you, Kinder Haus, families, other staff, and other students) safer from exposure, sickness and possible death. If you do not adhere to these safeguards, it may result in utilizing a telehealth arrangement. Initial each to indicate that you understand and agree to these actions:

- You will only come to the facility if you and your child are symptom free. \_\_\_\_
- Your child will only come to the facility if you and your child are symptom free. \_\_\_\_
- You will take your temperature and your child's temperature before coming to the facility. If it is elevated (100 Fahrenheit or more), or if you or your child have other symptoms of the coronavirus, you agree that you and your child will not come to the facility. \_\_\_\_\_
- The KINDER HAUS or your staff may take you or your child's temperature before admittance in the building on site at the facility. If it is elevated (100 Fahrenheit or more), or if you have other symptoms of the coronavirus, you agree to cancel the appointment or proceed using telehealth. \_\_\_\_
- You and your child will wait in your car or outside the main door, six feet from others, until no earlier than 20 minutes before the facility opens or for your child's pick up time. \_\_\_\_
- You will wash your and your child's hands or use alcohol-based hand sanitizer when you enter the building and when touching any common areas. This is available at the reception desk and in the classrooms. \_\_\_\_
- You will adhere to the safe distancing precautions we have set up in the waiting room if applicable. For example, you won't move chairs or sit where we have signs asking you not to sit. \_\_\_\_
- It is your decision to wear a mask. The KINDER HAUS staff and your teachers will wear masks as dictated by State, Parish, City, and/or Licensure Orders and Mandates. \_\_\_\_
- You will keep a distance of 6 feet and there will be no physical contact (e.g. no shaking hands) with staff or other individuals inside the building or on the property. \_\_\_\_
- You understand that with small children such as the children at KINDER HAUS, we will make all efforts to keep children six feet apart. However, it is not possible to ensure six feet of distance among the children and the caregivers in a childcare setting. You understand both the known and potential dangers of utilizing the facilities, services, programs and equipment of KINDER HAUS and acknowledges that use thereof by the undersigned and/or their child(ren) may, despite the KINDER HAUS's reasonable efforts to mitigate such dangers, result in exposure to COVID-19, which could result in quarantine requirements, serious illness, disability, and/or death. \_\_\_\_\_

- If you have a job that exposes you to other people who are infected, then you will immediately let us know by calling KINDER HAUS. This includes but is not limited to: hospital workers, hospice workers, restaurant employees, retail, and any job with person to person contact. \_\_\_\_
- If your commute or other responsibilities or activities put you in close contact with others (beyond your family), you will let me know. \_\_\_\_
- If a resident of your home tests positive for the infection, you will immediately let me know and we will then utilize treatment via telehealth. \_\_\_\_

These precautions may change if additional local, state or federal orders or guidelines are published. You hereby agree to abide by all guidelines and precautions.

### Symptoms of COVID-19

COVID-19 is extremely contagious and has been declared a world-wide pandemic by the WHO. It is believed to spread mainly through person-to-person or surface contact. Symptoms are being published the more health care professionals learn about the virus. An up to date list will be on the Center for Disease Control's website (<https://www.cdc.gov/coronavirus/2019-ncov/symptoms-testing/symptoms.html>).

To date that includes:

- Cough
- Shortness of breath or difficulty breathing
- Fever
- Chills
- Muscle pain
- Sore throat
- New loss of taste or smell

This list is not all possible symptoms. Other less common symptoms have been reported, including gastrointestinal symptoms like nausea, vomiting, or diarrhea.

I agree to the following as it concerns the symptoms of COVID-19 by initialing after each line and in signing this entire document.

I understand the above symptoms and affirm that I, as well as all household members including my child, do not currently have, nor have experienced the symptoms listed above WITHIN THE LAST 14 DAYS. \_\_\_\_

I affirm that I, as well as all household members including my child, have not been diagnosed with COVID-19 WITHIN THE PAST 14 DAYS. \_\_\_\_

I affirm that I, as well as all household members including my child, have not knowingly been exposed to anyone diagnosed with COVID-19 WITHIN THE PAST 14 DAYS. \_\_\_\_

Kinder Haus COVID-19 Waiver, Page 4 of 6  
 \_\_\_\_\_ Parental Signature

I affirm that I, as well as all household members including my child, have not traveled outside of the country, or to any city considered to be a "hot spot" for COVID-19 infections WITHIN THE PAST 30 DAYS. \_\_\_\_

I understand that MANDEVILLE KINDER HAUS LLC, its staff, employees, independent contractors, directors, agents, or assigns cannot be held liable for any exposure to the COVID-19 virus caused by information on this form, health history provided by each client who enters the building, or for direct or indirect exposure to COVID-19. \_\_\_\_

#### **KINDER HAUS Commitment to Minimize Exposure**

KINDER HAUS has taken steps to reduce the risk of spreading the coronavirus within the office and we have posted our efforts in the office. Please let us know if you have questions about these efforts. KINDER HAUS will also be following **Louisiana Department of Education, Louisiana Believes** guidelines as well: <https://www.louisianabelieves.com/resources/covid-19>

#### **If You or Your Child Is Sick**

You understand that KINDER HAUS is committed to keeping you, staff and all of our families safe from the spread of this virus. If you or your child show up for an appointment and KINDER HAUS believes that you, a caregiver for your child, and/or your child have a fever or other COVID-19 symptoms, or believe you, a caregiver, or your child have been exposed, then we will have to require you, your caregiver for your child, and your child to leave the premises. If any KINDER HAUS staff or children test positive for the coronavirus, you will be notified so that you can take appropriate precautions.

#### **Release of Private Information; Your Confidentiality in the Case of Infection**

If you, your child's caregiver, or your child has tested positive for the coronavirus, KINDER HAUS may be required to notify local health authorities as well as KINDER HAUS staff and patients that day that you, your child's caregiver, or your child have been in the office. If KINDER HAUS has to report this, we will only provide the minimum information necessary while maintain your privacy. For the health authorities we will disclose what is necessary and required by law for their data collection/

By signing this form, you are agreeing that KINDER HAUS may do so without an additional signed release.

#### **Forfeiture of Tuition**

Should you elect for your child to return to KINDER HAUS then if your child gets sick with COVID-19, has COVID-19 symptoms, or if any member of your household, caregiver, other child, parent, individual, or staff members at KINDER HAUS gets sick with COVID-19, COVID-19 symptoms, or their household member does, and your child cannot return to school as dictated by CDC, health guidelines, local and state guidelines, and/or KINDER HAUS policies, then you agree to FORFEIT YOUR TUITION PAID OR OWED even if you child is not at KINDER HAUS. There will be no refunds even in the event of cancellation or sickness. \_\_\_\_\_

**Informed Consent**

This agreement *supplements* any documentation previously signed.

If we all work together, we can overcome the spread of this virus as well as other infectious diseases. We welcome you to our facility. By signing this form, you agree to comply with the written instructions above. Failure to comply with these written instructions or verbal instructions may result in your removal from the premises.

**PLEASE READ THIS DOCUMENT CAREFULLY- BY SIGNING YOU MAY BE GIVING UP IMPORTANT LEGAL RIGHTS.** You are advised to have this document reviewed by a licensed attorney in this state before signing.

Your signature below shows that you agree to these terms and conditions and that you are at least 18 years and fully competent. You understand Louisiana laws apply to this document and if any portion of this document is unenforceable then it will be considered modified to the limited extent required to permit enforcement of a Waiver of Liability as a whole and the remainder remains in effect. **This waiver remains in effect until the state of Louisiana lifts all COVID-19 related mandates.**

\_\_\_\_\_  
Parent Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Child or Children's Names

\_\_\_\_\_  
Date