



## UHC Release of Liability and General Agreement

In consideration of being permitted to participate in The Upstate Homeschool Co-op, (**Please print below: first name of each parent or legal guardian, each child in the family, even those not attending Co-op, and any other family member who is likely to come on campus.**)

\_\_\_\_\_ (herein after referred to as "Family") agree to the following:

1. **RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE** either the Upstate Homeschool Co-op or the host facility, their officers, employees, board members or other families participating in the Upstate Homeschool Co-op (hereinafter referred to as 'Releasees') from all liability to Family for any loss or damage and any claim or damage on account of injury, illness, or medical condition complication to the person or property or resulting in death of a Family member while Family is participating in the Upstate Homeschool Co-op activities or any other activities on the premises of the host facility.
2. Family agrees to **INDEMNIFY** Releasees from any loss, liability, damage or cost Releasees may incur due to the presence of Family in or on the premises of the host facility. Family realizes transportation to and from Co-op or any time off campus is the Family responsibility.
3. Family **ASSUMES FULL RESPONSIBILITY AND RISK OF** bodily injury, illness, medical condition complication, death or property damage while in or on the premises of the host facility and /or while working or for any purpose participating in the activities of the Upstate Homeschool Co-op.
4. Family, in consideration of being permitted to participate in the Upstate Homeschool Co-op, for Family, and Family's heirs, executors, administrators, and **ASSIGNS, RELEASES and FOREVER DISCHARGES** all Releasees, and their heirs, administrators, and executors of and from any and every claim, demand, action or right of action, or whatsoever kind or nature, either in law or in equity arising from or by reason of any bodily injury, illness, medical complication or personal injuries known or unknown, death or property damage resulting or to result from any accident **OR RESULTING FROM THE NEGLIGENCE OR FAULT OF ANY UHC LEADER, EMPLOYEE, OR VOLUNTEER** or which may occur as a result of participation in the Upstate Homeschool Co-op or any activities in connection with the Upstate Homeschool Co-op.
5. Family **RELEASES** all employees, volunteers, and professionals from any claims whatsoever on account of first aid, treatment, service rendered, **OR THE LACK OF TREATMENT OR SERVICE RENDERED, INCLUDING WHERE SUCH ACTIONS MAY CONSTITUTE NEGLIGENCE OR FAULT ON THE PART OF UHC, ITS LEADERS, EMPLOYEES, OR VOLUNTEERS.**
6. The Upstate Homeschool Co-op operates under Biblical guidelines and believes that the Bible commands us to make every effort to live at peace and to resolve disputes with each other in private or within the Christian church (see Matthew 18:15-20; 1 Corinthians 6:1-8). Therefore, the parties agree that any claim or dispute arising from or related to this agreement shall be settled by biblically based mediation according to the Upstate Homeschool By-laws and Co-op Conduct Guidelines. The parties understand that these methods shall be the sole remedy for any controversy or claim arising out of this agreement or any dispute arising out of any activities or events associated with the Upstate Homeschool Co-op and **EXPRESSLY WAIVE** their right to file a lawsuit in any civil court against one another or against another Upstate Homeschool Co-op family for such disputes, except to enforce an arbitration decision.
7. Family understands that the novel coronavirus, SARS-CoV-2 and the disease it causes, COVID-19 (hereinafter collectively referred to as "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. Upstate Homeschool Co-op has put in place preventative measures to reduce the spread of COVID-19; however, Upstate Homeschool Co-op cannot guarantee that your Family will not become infected with COVID-19. By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that my Family may be exposed to or infected by COVID-19 by attending the Co-op and participating in Co-op activities and that such exposure or infection may result in personal injury, illness, medical condition complication, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 at Co-op may result from the actions, omissions, or negligence of myself and others, including, but not limited to, Upstate Homeschool Co-op employees, volunteers, and program participants and their families. On my behalf, and on behalf of my Family, **I HEREBY RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE** either either the Upstate Homeschool Co-op or the host facility, their officers, employees, board members or other families participating in the Upstate Homeschool Co-op (hereinafter referred to as 'Releasees') from all liability to Family for any loss or damage and any claim or damage on account of injury, illness, medical condition complication or disease to the

person or resulting in death of a Family member relating to COVID-19 while Family is participating in the Upstate Homeschool Co-op activities or any other activities on the premises of the host facility, whether a COVID-19 infection occurs before, during, or after participation in any Co-op activities.

8. This agreement shall be binding on each member of the Family, their personal representatives, assigns, heirs, and next of kin.

9. Family **EXPRESSLY AGREES** that this release, waiver, and indemnity agreement is intended to be as broad and inclusive as permitted by the laws of the State of South Carolina and that, if any portion of the agreement is held invalid, it is agreed that the balance, shall notwithstanding, continue in full legal force and effect.

10. This release contains the entire agreement between the parties to this agreement and the terms of this release are contractual and not a mere recital.

11. Family states that both mother and father of Family or legal guardians have carefully read the above release and know the contents of the release and sign this release as Family's own free act.

***NOTE: This document does not require an actual signature, as it is digitally "signed" during the registration process when a member updates his/her profile. Please print this for your student/spouse to read, but you do not need to bring it to registration.***

***Both parents must sign below:***

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***Father of Student/ Legal Guardian  
Signature***

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***Mother of Student /Legal Guardian  
Signature***