COVID-19 WAIVER AND RELEASE AGREEMENT

The undersigned will be an Attendee at the Head Start California ("HSC") Advocacy Day (the "Conference") in March 2023 at the Capitol Event Center in Sacramento, CA (the "Facility"). This agreement ("Agreement") is entered into between Attendee (also referred to as the "Releasor") and HSC, including HSC’s employees, officers, directors, contractors (excluding the Facility), sponsors/vendors, and volunteers (collectively, "Released Parties") and is a release of Attendee’s rights to sue Released Parties for illness, injuries or deaths resulting from attendance at the Conference and/or Attendee’s entry onto the premises of the Facility at which the Conference is held. Attendee understands that he/she/they must sign this Agreement as a condition of attending the Conference.

Attendees agree to wash hands regularly with soap and water for at least 20 seconds and to regularly utilize the hand sanitizer provided at the Conference. Attendees agree to follow guidance provided by the CDC, California local authorities, including the California Department of Public Health, and HSC, whichever guidelines are strictest at the time of the Conference. Attendees will evaluate their own health as well as that of the people they are in close contact with prior to the Conference and will not attend the Conference if they have been exposed to Covid-19 or feel sick. Attendees agree to leave the Facility if they become sick during the Conference. Attendees agree to notify HSC immediately if they test positive for Covid-19 within 14 days after attending the Conference so that other attendees may be notified (no personally identifiable information will be shared).

Attendee understands and acknowledges that by attending the Conference, Attendee will be participating voluntarily in the following conduct or activities: (i) attendance with an indeterminate number of other individuals who may or may not be vaccinated and who will not be wearing a mask while eating or drinking, (ii) the use of lodging and/or other amenities near the Conference, (iii) associated travel, and (iv) presence in and around the geographic area of the Facility. Attendee further understands and acknowledges that other attendees of the Conference may be traveling to the Facility from other locations within California, and other geographic regions that are or may have been affected by an outbreak of Covid-19. Attendee also acknowledges and understands that, given the nature of the pandemic, Attendee has received no assurances from HSC or others that the Conference, the Facility, or surrounding areas are free from contamination with the coronavirus that is linked to Covid-19. Attendee further acknowledges, understands, and agrees that he/she/they are voluntarily choosing to travel to and attend the Conference and that doing so may result in exposure to coronavirus and that this involves inherent risks that include illness, injury, or death to Attendee or to others. HSC reserves the right to exclude any Attendee from the Conference who does not follow all required precautions, in HSC’s sole discretion, and Attendee understands and agrees that no refund will be provided in that event.

By my signature below, I acknowledge that (i) I am attending the Conference and entering the Facility voluntarily and of my own free will; (ii) I voluntarily agree to assume all risks associated with (a) my travel to and from the Conference, (b) my attendance of the Conference, and (c) my use of and presence at the Facility and in the geographic area surrounding the Facility; (iii) I have entered into this Agreement voluntarily and of my own free will, and (iv) I have been informed that I have the right to seek the assistance of legal counsel of my own choosing and that doing so is recommended. I understand and agree that the Released Parties shall not be held liable or responsible in any way for any injury, death or other damages to me or my family, heirs, or assigns which may occur as a result of my attendance of the Conference, entry onto the premises of the Facility, or my associated travel and presence in the surrounding area. I have carefully read and understand this Agreement. By signing this Agreement, I exempt and release the Released Parties from all liability or responsibility whatsoever for illness, personal injury, or wrongful death as a result of my attendance of the Conference, my entry onto the premises of the Facility, or my associated travel, however caused, including but not limited to the negligence of the released parties.

IT IS THE INTENTION OF THE UNDERSIGNED RELEASOR, BY THIS AGREEMENT, TO EXEMPT AND RELIEVE THE RELEASED PARTIES FROM LIABILITY FOR ILLNESS, PERSONAL INJURY, OR DEATH CAUSED BY THE ASSUMED RISKS DESCRIBED HEREIN, INCLUDING NEGLIGENCE OF THE RELEASED PARTIES, AND RELEASOR EXPRESSLY WAIVES THE BENEFITS OF SECTION 1542 OF THE CALIFORNIA CIVIL CODE, WHICH READS AS FOLLOWS: “A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.”

I understand and agree that this Agreement shall be construed in accordance with, and governed by, the laws of the State of California. I have carefully read and understand the scope and effect of each provision set forth above.

Dated: ________________________, 2023

Printed Name of Attendee

ATTENDEE/RELEASOR

Signature of Attendee/Releasor