

GROWING AND LEARNING CENTER, LLC
CLIENT COVID-19 ACKNOWLEDGMENT, AGREEMENT, AND WAIVER

Growing and Learning Center, LLC (the "Center") is committed to providing an environment that is as safe and comfortable as possible for the Center's clients, their families, and its employees. The wellbeing of the Center's clients, their families, and employees is of utmost importance as the Center navigates the uncertain times created by the COVID-19 pandemic.

As the Center reopens its facility, we must work as a team to create and maintain the safest and most comfortable environment possible with the goal of protecting the health, safety, and wellbeing of our clients, their families, and our employees. These efforts involve compliance with local, state, and federal authorities and guidance related to COVID-19, as well as COVID-19 policies and procedures established by the Center.

Please understand that regardless of our best efforts, no one can guarantee the effectiveness of these efforts or how the COVID-19 pandemic will play out in our facility or in our community. None of us can guaranty a COVID-19 free environment - this is simply not possible. However, while recognizing a risk-free environment is not possible, together, the Center, its employees, clients, and families, must work together to create as safe and comfortable of an environment as is reasonably possible under the circumstances. Minimizing risk and protecting everyone's wellbeing is a top priority.

Each of the Center's clients and their families and household members (collectively, "Clients") is expected to abide by the standards that are currently in place, and those which may be implemented going forward. Those standards may be established by local, state, or federal authorities, or by the Center, and they may change from time to time. The following are some of the key expectations of our Clients during the COVID-19 pandemic:

1. The Center, its employees, and each of its Clients must take steps every day to minimize the risk of COVID-19 infections (or the spread of any other disease) at the Center's facility. This is a shared responsibility. Just as the Center and its employees are expected to comply with all applicable local, state, and federal agency requirements, regulations, and/or guidelines, so too must its Clients that come into the Center's facility. On a day-to-day basis, these requirements include proper handwashing and personal hygiene, temperature checks and wellness monitoring, social distancing, wearing face masks or other facial coverings, and frequent cleaning and disinfecting. As set forth more fully in the Center's COVID-19 policies and procedures, these requirements include not coming or bringing your child to the Center if you, your child, or any member of your household has symptoms of COVID-19 or other infectious disease or if you, your child, or any member of your household has come into contact with a person diagnosed with or suspected of having COVID-19 within the last fourteen (14) days. These requirements include notifying the Center immediately if you, your child, or any member of your household is diagnosed with COVID-19, or if you have had direct contact with an individual who is a confirmed or suspected case of COVID-19 within the last fourteen (14) days. These requirements include, if applicable, agreeing to participate in contract tracing and not returning to the Center or bringing

your child to the Center until any required period of isolation or quarantine has been successfully completed. These efforts are necessary not only for your own protection, but for the protection of the Center's other Clients and its employees.

2. Each Client is expected to comply with the Center's COVID-19 policies and procedures, copies of which have been distributed to all Clients. By signing below, you are acknowledging that you have received and read in full the Center's COVID-19 policies and procedures and you are confirming your and your household's commitment to comply with the policies and procedures. The COVID-19 policies and procedures may be updated or modified from time to time and Clients are expected to keep apprised of these changes, which we will communicate to you. If you are in doubt, please ASK questions. Failure to comply may result in your and your child's inability to return to the Center.

3. Each Client has an obligation to report any COVID-19 positive or suspected test and/or exposure to a person known or suspected to have COVID-19, which may affect the Center, its Clients, or its employees. Such reports must be made immediately to: Tom Lytle at (814)-734-5164. Immediate notification will enable the Center to promptly respond and take any possible precautionary steps to reduce the risk of the spread of COVID-19 to the Center's Clients and its employees.

ASSUMPTION OF THE RISK. Despite our best efforts, coming to the Center presents a risk of contracting COVID-19, which is highly contagious. Your decision to return to the Center must be based upon your own comfort level, your personal circumstances, and consultation with your family's personal healthcare provider(s), particularly if you or any of your household or family members are in an at-risk population or have other health concerns. By signing below, you are acknowledging your understanding of the highly contagious nature of COVID-19 and that, by coming to or bringing your child to the Center, you or your child may be exposed to or contract COVID-19 or another infectious disease. Such exposure or infection may result in serious illness, personal injury, permanent disability, death, or property damage. Such exposure may occur by touching contaminated surfaces or through contact with other individuals who are at the Center. You are aware that these risks of exposure cannot be eliminated even with preventative and safety measures and exposure could still occur without your negligence or the negligence of your child. By signing below, you knowingly, voluntarily, and expressly choose to come to the Center and/or bring your child to the Center at your own risk and assume full and exclusive responsibility for any additional risk of exposure as a result of your choice to return to the Center and/or bring your child to the Center. By signing below, you acknowledge your intention to assume the entire risk of exposure to COVID-19 or other infectious disease that might occur as a result of your return to the Center and/or your election to bring your child to the Center with knowledge of the danger involved, including risks of personal injury, illness, disability, death, or property damage related to COVID-19 or other infectious disease, whether such risks are caused by the negligence of the Center or otherwise, which risks you knowingly and voluntarily assume.

WAIVER AND LIABILITY RELEASE. By signing below, you agree to assume full responsibility for any and all damages, including, but not limited to, personal injury, illness, disability, death, medical and/or other expenses, or property damage, related to or arising out of

exposure to COVID-19 or other infectious disease ("Exposure"), which you or your child may sustain arising out of or attributable to your or your child's return to or presence at the Center, whether arising out of the Center's negligence or otherwise. You hereby forever release, discharge, and agree not to sue Growing & Learning Center, LLC, its respective members, employees, agents, insurers, representatives, assigns, affiliates, and others acting on its behalf (collectively, the "Releases") from and/or for all claims, liabilities of any kind, demands, damages (including but not limited to direct, indirect, incidental, special and/or consequential damages), losses, costs (including but not limited to court cost, attorneys' fees and litigation expenses) from legal proceedings which you might bring (on behalf of yourself or your child) contrary to this agreement and waiver, actions, or causes of action of any kind or nature (whether they occur now or in the future, and whether they are known or unknown), that may arise out of, result from, or relate to any such Exposure (collectively, "Claims"), whether such Claims are for personal injury, illness, disability, death, medical and/or other expenses, property damage, or any other type of damage or claim arising out of or related to the Exposure. You hereby waive any right that you or your child may have to make Claims against the Releasees for any damages sustained by you or your child that may directly or indirectly arise out of or relate in any way to any such Exposure. You acknowledge that you understand and agree that the foregoing waiver and liability release applies even if the Claims are caused by the negligent acts, omissions or carelessness of any of the Releasees. You understand and agree that the foregoing waiver and liability release applies to yourself as well as your spouse, children, parents, guardians, heirs, administrators, personal representatives, successors, assigns, or any other person who might submit a Claim or sue on your behalf or by such persons on behalf of your child.

INDEMNIFICATION. By signing below, you hereby agree to indemnify, defend and hold harmless the Releasees from any and all expenses incurred and/or claims made (including, but not limited to court costs, attorneys' fees and litigation expenses) that directly or indirectly arise out of or relate in any way to your breach of this Client COVID-19 Acknowledgment, Agreement, the failure of you, your child, or any household members to follow any rules, directions, or instructions as set forth herein or in any applicable regulations, requirements, guidance, guidelines, or policies and procedures referenced herein, and/or the actions or inactions (whether by intentional conduct, recklessness, negligence, carelessness or otherwise) of you, your child, or any household member while at the Center which cause injuries or damages to any other person or property.

Any dispute, controversy, suit, claim, or other matter arising out of or related to this Client COVID-19 Acknowledgment, Agreement, and Waiver, or a breach thereof, or my or my child's return to the Center, shall be resolved solely in state or federal courts sitting in Erie, Pennsylvania, and I hereby consent to the exclusive jurisdiction and venue of such courts. The laws of the Commonwealth of Pennsylvania, without reference to any principles of conflicts of law which would direct the application of the laws of another jurisdiction, shall apply to any such claim. If any provision of this Client COVID-19 Acknowledgment, Agreement, and Waiver or the application thereof is held to be invalid by an arbitrator or court of competent jurisdiction, then such provision shall be severed herefrom and the remaining provisions shall remain in full force and effect.

Any questions about this Client COVID-19 Acknowledgment, Agreement, and Waiver or the Center's COVID-19 policies and procedures should be directed to: Tom Lytle at Growingandlearning@outlook.com.

BY SIGNING BELOW, AS LAWFUL CONSIDERATION FOR GROWING AND LEARNING CENTER, LLC AGREEING TO ALLOW YOU AND/OR YOUR CHILD TO RETURN TO THE CENTER'S FACILITY, YOU AFFIRM THAT YOU HAVE READ THIS ENTIRE CLIENT COVID-19 ACKNOWLEDGMENT, AGREEMENT, AND WAIVER, THAT YOU FULLY UNDERSTAND ITS CONTENTS AND THE CONTENTS OF THE CENTER'S COVID-19 POLICIES AND PROCEDURES THAT HAVE BEEN DISTRIBUTED, AND THAT YOU ARE INTENTIONALLY AND VOLUNTARILY SIGNING IT WITH THE INTENT TO BE LEGALLY BOUND HEREBY.

BY SIGNING BELOW, I CERTIFY THAT I AM THE PARENT OR LEGAL GUARDIAN OF THE CHILD NAMED BELOW. I HAVE THE LEGAL RIGHT TO CONSENT AND, BY SIGNING BELOW, I HEREBY DO CONSENT TO THE TERMS AND CONDITIONS OF THIS CLIENT COVID-19 ACKNOWLEDGEMENT, AGREEMENT, AND WAIVER ON BEHALF OF MYSELF AND THE CHILD NAMED BELOW.

Signature

Date

Printed Name

Child's Name