

Down Syndrome Association of Wisconsin  
COVID-19 In-Person Services Waiver and Release

I, the client, understand that during my participation in the Down Syndrome Association of Wisconsin Inc's in-person services (hereby referred to as the "services") organized by the Down Syndrome Association of Wisconsin Inc and their officers, Board members, directors, employees, volunteers and agents (collectively, "Released Parties"), **I may be increasing my risk to contracting COVID-19. However, I understand that this exposure is inherent to in-person services and cannot be eliminated without destroying the unique character of the services.** These inherent risks include, but are not limited to, illness of any kind, hospitalization, and death ("Injuries and Damages"). I fully understand that the Released Parties have not tried to contradict or minimize my understanding of these risks. I know that Injuries and Damages can occur by natural causes or activities of other persons, other participants or volunteers or third parties, either as a result of negligence or because of other reasons. I understand the risks of such Injuries and Damages involved in the services and I appreciate that I may have to exercise extra care for my own person and for others around me in the face of such hazards.

**I acknowledge that the Released Parties are taking all possible precautions to avoid spreading COVID-19**, including frequent hand washing and use of hand sanitizer, wearing personal protective equipment, and employing social distancing measures when at all possible. I also acknowledge, however, that some essential services may not be able to be performed while wearing personal protective equipment (for example, clients who need to watch lips move to understand speech may not be able to interact with staff who are wearing masks). **I understand the benefits and risks, and would like my support person(s) to employ the following (check all boxes that apply):**

- Face Mask                       Gloves                                       Social Distance (6 ft apart at all times)

**I understand that if I do NOT check all or any of these boxes, that I am increasing my risk of exposure to Injuries and Damages.**

In consideration for the services provided by the Released, I CONFIRM MY UNDERSTANDING OF THE FOLLOWING:

RELEASE OF LIABILITY. To the fullest extent allowed by law, I agree to WAIVE AND DISCHARGE CLAIMS AGAINST, RELEASE FROM LIABILITY, INDEMNIFY AND HOLD HARMLESS the Released Parties and their officers, Board members, directors, employees, volunteers and agents (collectively, "Released Parties") from and against ANY AND ALL LIABILITY on account of, or in any way resulting from, my death or personal injury relating to my participation in the services, even if caused by NEGLIGENCE of the Released Parties. I understand and intend that the assumption of risk and release is binding upon my heirs, executors, administrators and assigns.

This Waiver and Release is intended to be as broad and inclusive as is permitted by law. If any provision or any part of any provision of this Waiver and Release is held to be invalid or legally unenforceable for any reason, the remainder of this Waiver and Release shall not be affected thereby and shall remain valid and fully enforceable. I have read this Waiver and Release of Liability in its entirety and I freely and voluntarily choose to participate and assume all risks of Injuries and Damages. I agree to obey any rules and regulations that may relate to the services. I acknowledge my waiver of any right I may have to bargain for different terms of this waiver and recognize that a narrower waiver would increase the costs associated with the services and/or limit or preclude my participation in the services. I certify that as parent or legal guardian of the minor who is participating in the services, I consent to his or her participation in the event and execute this Waiver and Release of Liability on behalf of such minor.

\_\_\_\_\_  
Client Name

\_\_\_\_\_  
Parent/Guardian Signature

\_\_\_\_\_  
Date