

**PRO-ED, INC.**  
**Waiver and Release of Liability Relating to**  
**Novel Coronavirus/COVID-19**

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is reported to be highly contagious. The virus is believed to spread from coming into close contact (about 6 feet) with a person who has COVID-19. COVID-19 is primarily spread from person-to-person through respiratory droplets when an infected person coughs, sneezes or talks. You may also be able to contract COVID-19 by touching a surface or object that has the COVID-19 virus on it. People reportedly can be infected and show no symptoms and therefore spread the disease. There is no known treatment, cure, or vaccine for COVID-19. Evidence has shown that COVID-19 can cause serious and potentially life threatening illness and even death.

PRO-ED, Inc., a Texas corporation (“**PRO-ED**”), cannot prevent you (and/or your child(ren)) from becoming exposed to, contracting, or spreading COVID-19 while utilizing PRO-ED’s offices or other locations designated by PRO-ED (“PRO-ED Premises”) or by interacting in person with individuals related to PRO-ED including PRO-ED employees, officers, agents, representatives, managers, owners, or designated contractors (“PRO-ED Personnel”). It is not possible for PRO-ED to prevent against the presence of the disease. Therefore, if you (and/or your child(ren)) choose to enter onto PRO-ED’s premises or interact in person with PRO-ED Personnel you may be exposing yourself (and/or your child(ren)) to and/or increasing your risk of contracting and/or spreading COVID-19. Specific risks of contracting COVID-19 can range from minor illness to major illness, including the possibility of death.

**ASSUMPTION OF RISK:** I HAVE READ AND UNDERSTOOD THE ABOVE WARNINGS CONCERNING COVID-19. I UNDERSTAND THAT IF I (AND/OR MY CHILD(REN)) CONTRACT COVID-19, I (AND/OR MY CHILD(REN)) CAN SPREAD THE DISEASE TO OTHERS AND I (AND/OR MY CHILD(REN)) CAN BECOME ILL AND POSSIBLY DIE AS A RESULT OF COVID-19. I HEREBY CHOOSE TO ACCEPT THE RISK OF CONTRACTING COVID-19 FOR MYSELF (AND/OR MY CHILDREN) IN ORDER TO ENTER ONTO PRO-ED’S PREMISES OR TO INTERACT IN PERSON WITH PRO-ED PERSONNEL. ENTRANCE TO PRO-ED’S PREMISES AND INTERACTION IN PERSON WITH PRO-ED PERSONNEL ARE OF SUCH VALUE TO ME (AND/OR TO MY CHILDREN,) THAT I ACCEPT THE RISK OF BEING EXPOSED TO, CONTRACTING, AND/OR SPREADING COVID-19 IN ORDER TO ACCESS PRO-ED’S PREMISES OR TO INTERACT IN PERSON WITH PRO-ED PERSONNEL.

**WAIVER AND RELEASE OF LAWSUIT/LIABILITY:** I, ON BEHALF OF MYSELF AND MY CHILD(REN), HEREBY FOREVER RELEASE AND WAIVE MY RIGHT TO BRING SUIT AGAINST PRO-ED AND ITS OWNERS, OFFICERS, DIRECTORS, MANAGERS, OFFICIALS, TRUSTEES, AGENTS, EMPLOYEES, OR OTHER REPRESENTATIVES IN CONNECTION WITH EXPOSURE, INFECTION, AND/OR SPREAD OF COVID-19 RELATED TO UTILIZING PRO-ED'S PREMISES OR INTERACTING IN PERSON WITH PRO-ED PERSONNEL. I UNDERSTAND THAT THIS WAIVER MEANS I GIVE UP MY (AND MY CHILD(RENS)'S) RIGHT TO BRING ANY CLAIMS INCLUDING FOR PERSONAL INJURIES, DEATH, DISEASE OR PROPERTY LOSSES, OR ANY OTHER LOSS, INCLUDING BUT NOT LIMITED TO CLAIMS OF NEGLIGENCE, INCLUDING THE SOLE OR PROPORATIOANAL NEGLIGENCE OF PRO-ED OR THE NEGLIGENCE OF ANYONE ON PRO-ED'S BEHALF OR ANYONE USING OR PRESENT IN PRO-ED'S PREMISES OR INTERACTING IN PERSON WITH PRO-ED PERSONNEL, AND GIVE UP ANY CLAIM I MAY HAVE TO SEEK DAMAGES, WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN.

**CHOICE OF LAW:** I understand and agree that the law of the State of Texas will apply to this waiver and release.

**I have carefully read and fully understand all provisions of this waiver and release, and freely and knowingly assume the risk and waive my (and/or my child(ren)'s) rights concerning lawsuits/liability as described above:**

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Name (printed): \_\_\_\_\_

I am the parent or legal guardian of \_\_\_\_\_ (minor). I have the legal right to consent to and, by signing below, I hereby do consent to the terms and conditions of this waiver and release.

Signature : \_\_\_\_\_

Date: \_\_\_\_\_

Name (printed): \_\_\_\_\_