

**COVID-19 SAFETY ACKNOWLEDGEMENT****MUTUAL LIABILITY WAIVER AND RELEASE OF CLAIMS****COVID-19 SAFETY INFORMATION:**

While participating in services (the “Services”) provided by \_\_\_\_\_, the Tutor for TutorUp (“Tutor”), “social distancing” must be practiced and face coverings worn at all times to reduce the risks of exposure to COVID-19 by Customer and the student receiving the in-person Services (“Student”). Because COVID-19 is extremely contagious and is spread mainly from person-to-person contact, the Customer, the Tutor and TutorUp have put in place preventative measures to reduce the spread of COVID-19. However, the Customer, the Tutor and TutorUp cannot guarantee that the Tutor, the Customer, the Student or others in attendance will not become infected with COVID-19.

In light of the ongoing spread of COVID-19, individuals who fall within any of the categories below should not engage in the Services provided by Tutor. By engaging the Tutor’s Services, Customer and Tutor certify to each other that Tutor, Customer and Student do not fall into any of the following categories:

1. Individuals who currently or within the past fourteen (14) days have experienced any symptoms associated with COVID-19, which include fever, cough, and shortness of breath among others;
2. Individuals who have traveled at any point in the past fourteen (14) days either internationally or to a community in the U.S. that has experienced or is experiencing sustained community spread of COVID-19; or
3. Individuals who believe that they may have been exposed to a confirmed or suspected case of COVID-19 or have been diagnosed with COVID-19 and are not yet cleared as non-contagious by state or local public health authorities or the health care team responsible for their treatment.

**DUTY TO SELF-MONITOR:**

Customer agrees to self-monitor Customer and Student for signs and symptoms of COVID-19 (symptoms typically include fever, cough, and shortness of breath) and, contact the Tutor and TutorUp if anyone being monitored experience symptoms of COVID-19 within 14 days after such person has been in contact with the Tutor.

Tutor agrees to self-monitor Tutor for signs and symptoms of COVID-19 (symptoms typically include fever, cough, and shortness of breath) and, contact the Customer and TutorUp if anyone being monitored experience symptoms of COVID-19 within 14 days after such person has been in contact with the Customer and Student.

**LIABILITY WAIVER AND RELEASE OF CLAIMS BY CUSTOMER:**

Customer acknowledges that Customer has made an independent decision for Customer and Student to voluntarily participate and access the Services of the Tutor and TutorUp.

RELEASE AND WAIVER. CUSTOMER HEREBY RELEASES, WAIVES AND FOREVER DISCHARGES ANY AND ALL LIABILITY, CLAIMS, AND DEMANDS OF WHATEVER KIND OR NATURE AGAINST TUTOR AND TUTORUP AND THEIR AFFILIATED PARTNERS AND SPONSORS, INCLUDING IN EACH CASE, WITHOUT LIMITATION, THEIR DIRECTORS, OFFICERS, EMPLOYEES, VOLUNTEERS, AND AGENTS (THE “RELEASED PARTIES”), EITHER IN LAW OR IN EQUITY, TO THE FULLEST EXTENT PERMISSIBLE BY LAW, INCLUDING BUT NOT LIMITED TO DAMAGES OR LOSSES CAUSED BY THE NEGLIGENCE, FAULT OR CONDUCT OF ANY KIND ON THE PART OF THE RELEASED PARTIES, INCLUDING BUT NOT LIMITED TO DEATH, BODILY INJURY, ILLNESS, ECONOMIC LOSS OR OUT OF POCKET EXPENSES, OR LOSS OR DAMAGE TO PROPERTY, WHICH CUSTOMER, CUSTOMER’S HEIRS, ASSIGNEES, NEXT OF KIN AND/OR LEGALLY APPOINTED OR DESIGNATED REPRESENTATIVES, MAY HAVE OR WHICH MAY HEREAFTER ACCRUE ON CUSTOMER’S BEHALF, WHICH ARISE OR MAY HEREAFTER ARISE FROM CUSTOMER’S OR STUDENT’S VOLUNTARY ACCESS OF THE SERVICES FROM TUTORUP AND THE TUTOR.

**LIABILITY WAIVER AND RELEASE OF CLAIMS BY TUTOR:**

Tutor acknowledges that Tutor has made an independent decision to voluntarily participate and provide the Services to Customer and Student.

RELEASE AND WAIVER. TUTOR HEREBY RELEASES, WAIVES AND FOREVER DISCHARGES ANY AND ALL LIABILITY, CLAIMS, AND DEMANDS OF WHATEVER KIND OR NATURE AGAINST CUSTOMER AND STUDENT (THE “RELEASED PARTIES”), EITHER IN LAW OR IN EQUITY, TO THE FULLEST EXTENT PERMISSIBLE BY LAW, INCLUDING BUT NOT LIMITED TO DAMAGES OR LOSSES CAUSED BY THE NEGLIGENCE, FAULT OR CONDUCT OF ANY KIND ON THE PART OF THE RELEASED PARTIES, INCLUDING BUT NOT LIMITED TO DEATH, BODILY INJURY, ILLNESS, ECONOMIC LOSS OR OUT OF POCKET EXPENSES, OR LOSS OR DAMAGE TO PROPERTY, WHICH TUTOR, TUTOR’S HEIRS, ASSIGNEES, NEXT OF KIN AND/OR LEGALLY APPOINTED OR DESIGNATED REPRESENTATIVES, MAY HAVE OR WHICH MAY HEREAFTER ACCRUE ON TUTOR’S BEHALF, WHICH ARISE OR MAY HEREAFTER ARISE FROM TUTOR’S VOLUNTARY PROVIDING THE SERVICES TO CUSTOMER OR STUDENT.

**ASSUMPTION OF THE RISK.** Tutor and Customer acknowledge and understand the following:

1. Participation includes possible exposure to and illness from infectious diseases including but not limited to COVID-19. While particular rules and personal discipline may reduce this risk, the risk of serious illness and death does exist;
2. Tutor, Customer and Student knowingly and freely assume all such risks related to illness and infectious diseases, such as COVID-19, even if arising from the negligence or fault of the Released Parties; and
3. Tutor and Customer hereby knowingly assume the risk of injury, harm and loss associated with the Services, including any injury, harm and loss caused by the negligence, fault or conduct of any kind on the part of the Released Parties.

**MEDICAL ACKNOWLEDGMENT AND RELEASE.** Tutor and Customer acknowledge the health risks associated with the Services, including but not limited to transient dizziness, lightheaded, fainting, nausea, muscle cramping, musculoskeletal injury, joint pains, sprains and strains, heart attack, stroke, or sudden death. Tutor and Customer agree that if Tutor, Customer or the Student experience any of these or any other symptoms during the Services, Tutor, Customer will discontinue Tutor's, Customer's or Student's participation immediately and seek appropriate medical attention. **TUTOR AND CUSTOMER DO HEREBY RELEASE AND FOREVER DISCHARGE THE RELEASED PARTIES FROM ANY CLAIM WHATSOEVER WHICH ARISES OR MAY HEREAFTER ARISE ON ACCOUNT OF ANY FIRST AID, TREATMENT, OR SERVICE RENDERED IN CONNECTION WITH TUTOR'S, CUSTOMER'S OR STUDENT'S PARTICIPATION IN THE SERVICES.**

**BY ACCESSING THE SERVICES OF TUTOR OR TUTORUP, TUTOR, CUSTOMER AND STUDENT ARE DEEMED TO HAVE GIVEN A FULL RELEASE OF LIABILITY TO THE RELEASED PARTIES TO THE FULLEST EXTENT PERMITTED BY LAW.**

Customer's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Customer's Name: \_\_\_\_\_

Tutor's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Tutor's Name: \_\_\_\_\_