



WAIVER AND RELEASE OF LIABILITY BY EMPLOYEES

On March 10, 2020, Colorado Governor Jared Polis declared a disaster emergency for Colorado relating to the COVID-19 outbreak, on March 11, 2020, the World Health Organization declared the COVID-19 outbreak a global pandemic, and on March 13, 2020, President Donald Trump declared the COVID-19 outbreak a national health emergency. Given the severity of the COVID-19 pandemic, and in anticipation of my return to employment by Paddington Station, INC. (“Employer”), which operates a child care facility, I hereby make the following waiver, release and other representations and covenants set forth herein in favor of Employer.

Acceptance of Risk; Release; Indemnification. The safety and security of its employees remains a top priority of Employer. Although the risk of exposure to COVID-19 across Colorado is reported to be steadily decreasing, I understand that there is still significant risk associated with returning to my employment with Employer, including but not limited to, increased social contact and interaction with the public. To help reduce the spread of COVID-19 and to protect Employer’s employees, Employer encourages all employees to adhere to all safety and health guidelines for the prevention of COVID-19, including those issued by the Colorado Department of Public Health and Environment, the Occupational Safety and Health Administration and the Centers for Disease Control and Prevention. Employees are advised to get all recommended doses of any COVID-19 vaccine, including boosters, frequently wash their hands with soap and water for at least twenty seconds (or, if soap is not available, use an alcohol-based hand sanitizer), exercise respiratory etiquette (including coughing and sneezing into a tissue or into their upper sleeve), avoid touching their face, exercise social distancing when possible, sanitize surfaces and objects frequently used, wear personal protective equipment such as face masks and gloves and follow any and all other preventive measures recommended by applicable authorities. Notwithstanding the foregoing, I understand that the above guidelines do not completely eliminate my risk of exposure to COVID-19 and, should I experience any COVID-19 related symptoms (such as fever, cough, body aches, or shortness of breath), I am advised to immediately return home and follow the advice of my healthcare provider, clinic, or hospital. In such case, I will immediately alert my supervisor of such symptoms.

Regardless of any steps taken by Employer to reduce the risks associated with the COVID-19 pandemic, I am fully aware that there are a number of risks associated with employment at Employer during the COVID-19 pandemic, including without limitation, being exposed to and contracting COVID-19 from children and other individuals, surfaces, and/or airborne particles. I understand that contracting COVID-19 could result in serious medical symptoms requiring medical treatment in a hospital or even death. On behalf of myself my heirs, successors and assigns, I knowingly and freely, assume all such risks, both known and unknown, relating to my employment at Employer arising from or relating to COVID-19, including all illnesses, injuries, damages or death arising therefrom, and I hereby forever release, waive, relinquish, and discharge Employer, along with Employer’s shareholders, officers, directors, members, managers, officials, partners, trustees, agents, contractors, employees, affiliates, or other representatives, and their successors and assigns (collectively, the “**Employer Group**”), from any and all claims, demands, liabilities, rights, damages, expenses, and causes of action of whatever kind or nature, and other losses of any kind, whether known or unknown, foreseen or unforeseen, (collectively, “**Damages**”) arising from or relating to COVID-19 as a result of my employment at Employer, and including but not limited to claims based on the alleged negligence of any member of the Employer Group or any other person. I further promise not to sue Employer or any member of the Employer Group for any illness, injury, death or other Damages arising out of or related to COVID-19 and agree to indemnify and hold them harmless from any and all Damages resulting therefrom as a result of my employment at Employer. **However, nothing herein affects my right to seek benefits under any workers’ compensation policy maintained for employees of Employer; provided, however, that any benefits that may be available will be determined by the applicable insurance carrier and not by Employer. I will promptly report any workplace injury immediately to my supervisor. I acknowledge and understand that this waiver and release does not prohibit or prevent me from providing information to, or filing a charge or complaint with, any federal, state, or local governmental entity or administrative agency.**

If any provision of this Waiver and Release of Liability is declared invalid, the remaining provisions remain enforceable. I may seek advice from legal counsel before signing this Waiver and Release of Liability. By signing this Waiver and Release of Liability, I acknowledge that either I have sought the advice of legal counsel or wish to waive the opportunity to seek the advice of counsel before signing.

**READ CAREFULLY -- BY SIGNING THIS DOCUMENT YOU MAY GIVE UP IMPORTANT LEGAL RIGHTS.**

PRINT NAME OF EMPLOYEE \_\_\_\_\_  
Last First MI

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_