



Montessori School  
of Cheyenne

## **RETURN TO CARE/WORK RELEASE OF LIABILITY**

The Montessori School of Cheyenne (“MSC”) requires your agreement to the terms of this document in return for allowing you and/or your child to return to the MSC while the State of Wyoming is under COVID-19 related restrictions (the “COVID Restricted Time”). Please read this *Return to Care/Work Release* (“Agreement”) carefully, so you fully understand it, and sign at the bottom if you agree to its terms.

### **1. COVID-19 Illness Policy**

In addition to MSC’s other policies on illness, during the COVID Restricted Time, children and staff with the following symptoms will be sent home immediately. By signing this Agreement, you agree that when the symptomatic person returns to MSC, he or she will have been asymptomatic without the benefit of medication, including being fever-free, for forty-eight hours (hereinafter, the “Isolation Period”) prior to his/her return to MSC. A “Fever” is defined for this purpose as a temperature of 100.4° Fahrenheit or greater.

Any person who is or appears to be experiencing one or more of the following symptoms will be asked to leave immediately and agrees to comply with this COVID-19 Illness Policy, including the Isolation Period:

- A Fever;<sup>1</sup>
- Vomiting;
- Diarrhea;
- New cough (beginning within the last two weeks);
- New shortness of breath (beginning within the last two weeks);
- New muscle aches (beginning within the last two weeks);
- Chills;
- Sore throat;

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<sup>1</sup> If there is a discrepancy about a temperature, the average temperature (rounded up to the nearest tenth), of three temperatures on the potentially symptomatic individual’s forehead will be utilized. Any forehead thermometer utilized at MSC will be sanitized after each Use. A “Use” is considered use on any one individual (i.e., three checks on the same individuals are considered one “Use”). If MSC determines a thermometer may be unreliable for any reason, the MSC may use another set of three temperatures taken with another thermometer of MSC’s choosing.



## Montessori School of Cheyenne

### COVID RESTRICTED TIME LIABILITY RELEASE

Page | 2

- Unexplained loss of taste or smell; or
- Headache.

If you or your child is seen by a doctor who authorizes you or your child's return to MSC before the completion of an Isolation Period, MSC may require a doctor's note indicating the same.

**Before accessing MCS's physical facility, you must agree to conduct a self-assessment to determine neither you nor your child(ren) who will access MSC are experiencing any of the symptoms listed above. If you have any concern that you or your child may have a fever and you do not have access to a thermometer, you agree to tell an MSC staff person and allow a staff person to check you and/or your child's temperature upon arrival at MSC.**

**You must inform the MSC Director via phone (307-635-2012) or email ([director@montessorischoolofcheyenne.org](mailto:director@montessorischoolofcheyenne.org)) if you or a family member tests positive for COVID-19. You agree to abide by all CDC, State, and other applicable requirements and/or guidelines for COVID-positive individuals to the extent such requirements and/or guidelines directly impact MSC (e.g., if required to quarantine, you will not access MSC's physical facility).**

**2. Release of all Claims.** In exchange for allowing the child, children, and/or staff person listed below to return to the Montessori School of Cheyenne as discussed in this Agreement, the persons signing below ("You") agree on behalf of yourself and your heirs, successors, assigns, executors, administrators, and all other persons and entities claiming under or through You, including all minor children (collectively, the "Releasers"), to release and discharge the Montessori School of Cheyenne, including its employees, administrators, board members, attorneys, insurers, agents, officers, directors, and all persons and entities acting on behalf of MSC (hereinafter, the "Releasees") of and from any and all claims, causes of action, liabilities, costs, expenses, lost wages, and other damages of any kind, whether direct or consequential and whether in law or in equity, arising from or related in any way to any failure or alleged failure of MSC to take sanitation or other protective measures to protect You or Your child(ren) and/or dependents from COVID-19 during You or Your family members' access to and/or use of the MSC's physical facility during the COVID-Restricted Time or arising from or related in any way to MSC requiring You or Your child to leave the facility and/or requiring You or Your child not to access MSC for health or safety reasons during the COVID-Restricted Time.



COVID RESTRICTED TIME LIABILITY RELEASE

Page | 3

- a. This Agreement is not an admission of any sanitation or protective measure failure by MSC, and MSC will comply with all applicable laws and plans to follow all applicable guidance on sanitation measures during the COVID Restricted Time to the extent reasonably possible.
- b. You agree that whether the state of Wyoming is under COVID-19 related restrictions and the term of the COVID Restricted Time shall be determined for purposes of this Agreement within the sole discretion of the MSC Board of Directors, but shall not extend past August 31, 2020.
- c. You agree that You are responsible for determining whether You or Your child(ren) should return to MSC's physical facility, and You agree that MSC shall incur no liability for allowing You or Your child(ren) to return to the physical facility during the COVID Restricted Time.

**3. Notice.** Any notice required by this Agreement may be provided to the signatories below at the email address provided to MSC by that signatory and will be posted on the MSC front doors.

**4. Amendments.** This Agreement may not be changed, altered, amended, or modified unless in writing signed by all parties thereto, except that MSC may modify the COVID-19 Illness Policy above as needed to comply with State, CDC, or other applicable guidelines that it deems are in the best interest of the children, staff, parents, guardians, and/or others within its doors. MSC will provide notice of any such change to the signatories to this Agreement as described in paragraph 3, above. All such amendments shall state "COVID ILLNESS POLICY AMENDMENT" in the "subject" or "regarding" line of any email notice or at the top of any notice posted on MSC's doors.

**5. Entire Agreement.** This Agreement is the entire agreement between the MSC and the individuals signing below regarding returning to the physical MSC facility during the COVID Restricted Time. Except as specifically set forth herein, this Agreement does not change other agreements between the MSC and the signatories below, and ***does not change employees' at-will status***. Each party has chosen to enter into this Agreement without relying on any representation of or by any other party outside of those set forth in this Agreement.

**6. Severability.** In the event any portion of this Agreement is unenforceable for any reason, the Parties agree that the unenforceable section of this Agreement may be modified to allow this Agreement to be enforceable and to effectuate the intent of this Agreement, and all



other sections of this Agreement shall remain in full force and effect. If any such section cannot be so modified, then such part or provision shall be severed from the Agreement and the remaining sections shall remain in full force and effect.

**7. Effect of Headings.** Headings are included for purposes of convenience only, and in no way define, describe, extend or limit the scope or intent of this Agreement, nor the intent of any provision hereof, and shall not affect the construction or interpretation of any provision.

**8. Counterparts; Electronic Signatures.** This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which together shall constitute one instrument. This Agreement may be executed by facsimile, scanned, or other electronically transmitted signature, which may be relied upon as an original.

**9. Choice of Law and Fees.** Any claims or disputes in connection with this Agreement shall be governed by the laws of the State of Wyoming. Any disputes not resolved out of court shall be brought exclusively in First Judicial District of Laramie County, State of Wyoming, in any court therein having jurisdiction, and the prevailing party shall be entitled to all reasonable attorneys' fees and costs.

**10. Waiver.** Failure of any of the parties to comply with any of the terms and conditions of this Agreement shall not be a waiver of the right to enforce that term or condition unless set forth in writing and signed by the party entitled to the benefit of such term or condition.

**I AGREE THAT I HAVE READ AND UNDERSTAND THIS DOCUMENT, THAT THIS IS A LEGALLY BINDING CONTRACT, AND THAT I AM BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. I WARRANT BY SIGNING BELOW THAT I HAVE AUTHORITY TO SIGN ON BEHALF OF ME AND MY CHILDREN AND/OR DEPENDENTS.**

*(Include signatures of all parents and/or guardians who have a right to sign on behalf of the child returning to MSC in the signature lines below)*

\_\_\_\_\_  
Parent/Staff Signature

\_\_\_\_\_  
Date



**Montessori School  
of Cheyenne**

COVID RESTRICTED TIME LIABILITY RELEASE

Page | 5

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Parent/Staff Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Parent/Staff Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

Printed Names of Children I Am Returning to MSC Pursuant to This Agreement:

_____	_____
_____	_____
_____	_____