



COVID-19 HEALTH SCREENING & Assumption of Risk, Release, and Waiver of Liability Agreement

The novel coronavirus (“COVID-19”) has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. As a result, federal, state, and local governments and federal and state health agencies recommend social distancing and have, in many locations, limited the congregation of groups of people. Lucha Fiesta, LLC (known as Bella Kids) has put in place preventative measures to reduce the spread of COVID-19; however, cannot guarantee that you will not become infected with COVID-19. Further, attending any aspect of Bella Kids consignment sales or activity could increase your risk of contracting COVID-19.

As a result, at Bella Kids we are taking extra precautions regarding our business practices including reduced occupancy, increased in-store sanitation and disinfecting practices, and facemask requirements. **To ensure everyone’s safety, please complete the following and sign at bottom.**

I, _____ agree to the following as my current health and travel status:
 (Print First & Last Name)

Arrival Screening Questions			
Q1	In the last month, have you been in contact with someone who was confirmed or suspected to have Coronavirus/ COVID-19?		Yes <input type="checkbox"/> No <input type="checkbox"/>
Q2	Have you traveled internationally in the last month?		Yes <input type="checkbox"/> No <input type="checkbox"/>
Q3	Do you have any of the following symptoms?		
	<input type="checkbox"/> History of fever (temp > 100F)	<input type="checkbox"/> New or worsening cough	
	<input type="checkbox"/> Shortness of breath/difficulty breathing	<input type="checkbox"/> Myalgia (body/muscle aches)	
	<input type="checkbox"/> Malaise (general feeling of unwell)	<input type="checkbox"/> Sore throat	<input type="checkbox"/> Chills
	<input type="checkbox"/> Decreased sense of smell and/or taste	<input type="checkbox"/> Abdominal pain	<input type="checkbox"/> Bruising or bleeding
	<input type="checkbox"/> Weakness	<input type="checkbox"/> Rash	<input type="checkbox"/> Muscle pain
	<input type="checkbox"/> Diarrhea	<input type="checkbox"/> Vomiting	<input type="checkbox"/> Red eye
If the participant stated “Yes” to any of the above non-bolded symptoms as a baseline symptom, document an explanation for the symptoms (asthma, CF, etc) and check-in participant per standard protocol.			

Q4	Have you traveled outside of New York State in the last month?	O Yes O No
Q5	CURRENT TEMPERATURE SCREENING	_____ . _____ DEGREES

Assumption of Risk, Release, and Waiver of Liability Agreement

Please read and initial below.

_____ **RELEASE AND WAIVER.** By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that I may be exposed to or infected by COVID-19 while attending the Bella Kids Consignment Sale or activity related, as such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 may result from the actions, omissions, or negligence of myself and others, including, but not limited to, Lucha Fiesta, LLC dba Bella Kids employees, volunteers, and program participants and their families. I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to myself (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I may experience or incur in connection with my attendance. On my behalf, I hereby release, covenant not to sue, discharge, and hold harmless Lucha Fiesta, LLC, dba Bella Kids and its employees, agents, and representatives, of and from the Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of Lucha Fiesta, LLC, dba Bella Kids, its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after attending any Bella Kids Consignment sale or related activity.

_____ **ASSUMPTION OF RISKS.** I understand that while Bella Kids dba Lucha Fiesta, LLC has undertaken reasonable steps to lessen the risk of transmission of COVID-19 in connection with the consignment sale, they are not responsible in any manner for any risks related to COVID-19. I understand that the World Health Organization has classified the COVID-19 outbreak as a pandemic. I further understand that COVID-19 is a highly contagious and dangerous disease, and that contact with the virus that causes COVID-19 may result in significant personal injury or death. I am fully aware that participation in the Bella Kids Consignment sale (including any related travel) carries with it certain inherent risks related to COVID-19 transmission ("Inherent Risks") that cannot be eliminated regardless of the care taken to avoid such risks. Inherent Risks may include, but are not limited to, (1) the risk of coming into close contact with individuals or objects that may be carrying COVID-19; (2) the risk of transmitting or contracting COVID-19, directly or indirectly, to or from other individuals; and (3) injuries and complications ranging in severity from minor to catastrophic, including death, resulting directly or indirectly from COVID-19 or the treatment thereof. Further, I understand that the risks of COVID-19 are not fully understood, and that contact with, or transmission of, COVID-19 may result in risks including but not limited to loss, personal injury, sickness, death, damage, and expense, the exact nature of which are not currently ascertainable, and all of which are to be considered Inherent Risks. I hereby voluntarily accept and assume all risk of loss, personal injury, sickness, death, damage, and expense arising from such Inherent Risks. Furthermore, I represent and warrant that I do not suffer from any medical condition or disease that might in any way hinder or prevent me from participating in any way, including, to my knowledge, COVID-19.

I have read and understood this Agreement and enter into it voluntarily in consideration of the opportunity to participate in any capacity as a consignor, employee, VIP Helper or shopper at Bella Kids Consignment Sale.

Signature

Date

PARENTAL CONSENT: I am the minor's parent or guardian named above and I understand the nature of the Waiver of Liability above and verify and consent to the minor participating at Bella Kids Consignment Sale as a volunteer, employee, or participant. On the minor's behalf, I hereby release, covenant not to sue, discharge, and hold harmless Lucha Fiesta, LLC dba Bella Kids, its employees, agents, and representatives, of and from the Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. On behalf of the minor, I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of Lucha Fiesta, LLC dba Bella Kids, its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after attending in any Bella Kids Consignment sale or related activity.

Minor's Signature

Date

Minor's Printed Name (Please print legibly)

Age

Parent/Guardian Signature

Date

Printed Name of Parent/Guardian(If under age 18, Parent/Guardian must sign.)