

Parkston School District 33-3

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MINOR CHILD WAIVER, PARENTAL WAIVER AND RELEASE OF LIABILITY

PLEASE READ CAREFULLY

I, the undersigned participant, or the parent or legal guardian of the participant (if participant is under the age of 18) (a "Minor Participant"), acknowledge and understand the inherent risks of the COVID-19 Virus. I understand that by choosing to place my child in the Parkston School District Academic and Athletic Programs, I agree to the following:

1. I acknowledge and fully understand that I and/or the Minor Participant will be voluntarily engaging in an environment in which the COVID-19 (Coronavirus) may be present. I acknowledge that engagement in such environment contains risk not only from my or the Minor Participant's actions, but also from the action, inaction or negligence of others; and further, that there may be risks not known to me or not reasonably foreseeable that may result in injury, death, illness, or disease to myself, Minor Participant, or other persons. I further acknowledge and understand that the Minor Participant and I can avoid these risks by not participating in the activity. I certify that both the Minor Participant (if applicable) and I are in good health and have no known physical limitations that would increase risk of harm.

2. On behalf of myself and the Minor Participant, I agree to accept and personally assume all risks in connection with participation in this environment, and I release, discharge, waive and covenant not to make claims or bring lawsuits against the Host, and its agencies, agents, affiliates, associates, officers, directors, owners, and employees from demands, losses or damages on account of any injury, death or damage to property, caused or alleged to be caused in whole or in part by my participation in the Activity, the participation by a Minor Participant in the Activity, third party actions, inaction, or otherwise. Further, I promise, covenant, and agree to indemnify, defend, and hold harmless the Activity Host harmless from any and all liabilities, losses, damages, claims, expenses, and charges (including, without limitation, reasonable attorneys' fees and costs of defense) which arise from or are related to participation in the Activity, whether from my participation or the Minor Participants participation.

3.. The terms of this agreement shall bind the members of my family, if I am alive, and my heirs, assigns and personal representatives if I am deceased.

4. I certify that I am the parent or legal guardian of the Minor Participant (if applicable). In the event that I do not have the requisite authority to sign this document on behalf of the Minor Participant, I agree that I shall be solely liable for any and all actions, causes of action, penalties, claims, costs, services, compensation, or the like resulting from this misrepresentation.

5. I acknowledge and understand that if any portion of this document is found to be void or unenforceable by a court of competent jurisdiction, such void or unenforceable portion shall be modified by such court so that it may be valid and enforceable, if possible, and, if not possible, such void or unenforceable portion shall be severed from this document and, in either case, the remaining portions of this document shall remain in full force and effect.

I have read the entire above waiver and release, understand it completely, acknowledge that it cannot be modified or changed in any way by oral representations, and further understand that by signing below, I have waived substantial legal rights on behalf of myself and the Minor Participant (if applicable).

Signature of Participant: _____

Signature Parent or Legal Guardian: _____

Date: _____