

COVID-19 SCHOOL STUDENTS
ASSUMPTION OF THE RISK AND WAIVER OF LIABILITY

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization and the Centers for Disease Control (“CDC”). 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, prohibited the congregation of groups of people.

In conjunction with the Diocese of Little Rock, Immaculate Heart of Mary School has put in place preventative measures to reduce the spread of COVID-19; however, I acknowledge that the School cannot guarantee that I and/or my child(ren) will not become infected with COVID-19. Further, I acknowledge that attending events located at the School could increase my and my child(ren)’s risk of contracting COVID-19. By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that I and my child(ren) may be exposed to or infected by COVID-19 by attending School or events located at the School and that 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 at the School may result from the actions, omissions, or negligence of myself and others, including, but not limited to, School employees, School volunteers, and School participants and their families.

I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to myself or to my child(ren), including, but not limited to, personal injury, disability, and death, illness, damage, loss, claim, liability, or expense, of any kind, that I or my child(ren) may experience or incur in connection with attendance at School or at events located at the School or participation in such events based on the foregoing risks (the “Claims”). On my behalf, and on behalf of my children, I hereby agree to release, covenant not to sue, discharge, and hold harmless the School and its employees, agents, and representatives; the Parish with which the School is affiliated (if any) and the Parish’s employees, agents, and representatives; and the Diocese of Little Rock and its employees, agents, and representatives (the “Released Parties”), 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 the School, its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation in any event located at the School.

By execution of this document, I affirm that I have read the following questions:

1. Have you had a fever as defined by the Arkansas Department of Health (“ADH”) and within the time period determined by the ADH?
2. Have you had a new or unexpected cough during the past 7 days?
3. Have you had close contact with anyone who tested positive for COVID-19 or exhibited these symptoms within the past 14 days?
4. Are you living with anyone who has been sick, has exhibited symptoms of COVID-19, or is currently under quarantine for exposure to COVID-19?

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By execution of this document, I affirm that I have read the foregoing questions and, on my child(ren)'s behalf, affirm that my answer is "No" to each of the foregoing questions. I understand that if my answer to any of the foregoing questions on any given school day is "Yes," then my child(ren) is/are not permitted to attend School.

I understand that, in the event my child(ren) develop(s) symptoms or suspected symptoms of COVID-19, I will be contacted by School staff and I will make immediate preparations to have my child(ren) picked up from the School. In the event of a medical emergency, I authorize the School and School staff to call 9-1-1 and have my child(ren) transported to a hospital or healthcare facility. I further understand and affirm that the School and School staff have discretion to determine whether a student is ill or potentially contagious, and whether it is in the best interests of the student, student body, teachers, and School staff to mandate that a child/student be picked up from the School at the time of that determination. I further understand that, in the event that my child(ren) contract(s) COVID-19 or has close contact with someone with COVID-19, my child(ren) will need to be quarantined as directed by the CDC and the ADH.

Finally, I understand that due to COVID-19 the School may be live streaming classes in which my child(ren) is/are participating, and that my child(ren) may be visible in the live stream of class. I understand and acknowledge that such live streaming does not constitute a violation of the on-site students' privacy rights. I further understand and acknowledge that the School will make every effort to abide by the Federal Education Rights and Privacy Act ("FERPA") in its handling of live streaming content, and that by signing below I am not consenting to the public sharing of any portions of the live streaming by the School or others.

Signature of Parent/Guardian

Date

Print Name of Parent/Guardian

Name(s) of Minor Child(ren):

