

COMMUNITY UNIT SCHOOL DISTRICT #3, FULTON COUNTY, ILLINOIS

ASSUMPTION OF RISK AND WAIVER OF LIABILITY AGREEMENT

Name of Student/Adult: _____

Address: _____

Names of
Parents/Guardians (if under the age of 18):

Address: _____

The undersigned parents/guardian and/or student 18 years of age for older, hereby acknowledge that the above-named student desires to participate in Community Unit School District #3's (hereinafter "DISTRICT") athletic and extracurricular programs, including, but not limited to, the voluntary strength and conditioning sessions during the summer of 2020 related to said athletic and extracurricular programs occurring either at the DISTRICT or at Spoon River Valley Community Unit School District #4.

The undersigned parents/guardian and/or student understand and acknowledge that one or more COVID-19 infections have been confirmed in Fulton County, Illinois, and elsewhere in the surrounding counties and that **COVID-19 IS EXTREMELY CONTAGIOUS** and is believed to be spread by person-to-person contact. The DISTRICT has taken certain steps to implement the recommended guidance and protocols issued by Illinois Governor J.B. Pritzker, the Illinois Department of Public Health, and the Illinois High School Association, including but not limited to restrictions on indoor occupancy, use of facial coverings, social distancing, voluntary strength and conditioning sessions, and regular sanitization and cleaning practices. **HOWEVER, THE DISTRICT CANNOT AND DOES NOT GUARANTEE THAT I/OUR STUDENT WILL NOT BECOME EXPOSED TO OR INFECTED BY COVID-19 AND THAT BEING PRESENT AT OR PARTICIPATING IN ATHLETIC AND EXTRACURRICULAR PROGRAMS AT THE DISTRICT OR AT SPOON RIVER VALLEY COMMUNITY UNIT SCHOOL DISTRICT #4, INCLUDING, BUT NOT LIMITED TO, VOLUNTARY STRENGTH AND CONDITIONING SESSIONS DURING THE SUMMER OF 2020, MAY INCREASE RISK OF EXPOSURE AND/OR INFECTION BY COVID-19.**

The undersigned parents/guardian and/or student, acknowledge and agree, that I/we and our student will comply with the DISTRICT's procedures for participating in the athletic and extracurricular programs including, but not limited to, voluntary strength and conditioning sessions during the summer of 2020, that have been implemented in light of COVID-19. Furthermore, I/we fully understand and acknowledge the known and potential dangers of our student participating in these programs and acknowledge that despite the DISTRICT's reasonable efforts to mitigate such dangers, participation may result in exposure to or infection with COVID-19 which could result in quarantine requirements, serious illness, disability, and/or death.

IN CONSIDERATION OF BEING PERMITTED TO PARTICIPATE IN ATHLETIC AND EXTRACURRICULAR PROGRAMS AT THE DISTRICT OR AT SPOON RIVER VALLEY COMMUNITY UNIT SCHOOL DISTRICT #4 INCLUDING, BUT NOT LIMITED TO, VOLUNTARY STRENGTH AND CONDITIONING SESSIONS DURING THE SUMMER OF 2020, I/WE AND OUR STUDENT AGREE TO THE FOLLOWING:

1. To RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE COMMUNITY UNIT SCHOOL DISTRICT #3, FULTON COUNTY, ILLINOIS ("DISTRICT"), its Board of Education, the members of the Board of Education, its officers, administrators, employees, insurers, volunteers, and agents, from and against any liability, loss, injury, illness, or damage of whatsoever kind or nature, including death, on account of, but not limited to any exposure to COVID-19, directly or indirectly, while I/our student participates in or present for any athletic and extracurricular program including, but not limited to, the voluntary strength and conditioning sessions during the summer of 2020..
2. To INDEMNIFY, SAVE, AND HOLD HARMLESS COMMUNITY UNIT SCHOOL DISTRICT #3, FULTON COUNTY, ILLINOIS ("DISTRICT"), its Board of Education, the members of the Board of Education, its officers, Administrators, employees, insurers, volunteer, and agents, from any loss, liability, damage, or cost I/we or our student may incur while our child is on the premises and participating in athletic and extracurricular programs, including but not limited to those losses, liabilities, damages, or costs associated with exposure to COVID-19. The undersigned acknowledge that the DISTRICT is not required to provide insurance to cover me/us or our child in the event I/we or our child suffer illness, injury, death, property loss, theft, or damage of any kind while our child is participating in DISTRICT athletic and extracurricular program programs including, but not limited to, the voluntary strength and conditioning sessions during the summer of 2020.
3. To FULLY ASSUME RESPONSIBILITY FOR AND ALL RISK OF INJURY, ILLNESS, DEATH, OR PROPERTY DAMAGE, to me/us and our student while participating in DISTRICT athletic and extracurricular programs, including, but not limited to, the voluntary strength and conditioning sessions during the summer of 2020. This assumption of responsibility and risk APPLIES WITHOUT LIMITATION TO ANY ILLNESS, INJURY, DEATH OR LOSS, INCLUDING BUT NOT LIMITED TO THOSE ARISING OUT OF EXPOSURE TO COVID-19.

The undersigned further expressly agree that the foregoing ASSUMPTION OF RISK AND WAIVER OF LIABILITY is intended to be as broad and inclusive and is to be interpreted under the laws of the State of Illinois and that if any portions hereof are held to be invalid, it is expressly agreed that the balance shall, notwithstanding, continue in full force and effect.

WE, THE UNDERSIGNED, HAVE CAREFULLY READ AND VOLUNTARILY SIGN THIS ASSUMPTION OF RISK AND WAIVER OF LIABILITY. NO ORAL REPRESENTATIONS, STATEMENTS OR INDUCEMENTS HAVE BEEN MADE APART FROM THE FOREGOING INSTRUMENT. WE ARE AWARE THAT BY SIGNING THIS ASSUMPTION OF RISK AND WAIVER OF LIABILITY AGREEMENT, THAT WE ARE GIVING UP VALUABLE LEGAL RIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES FROM COMMUNITY UNIT SCHOOL DISTRICT #3, FULTON COUNTY, ILLINOIS ("DISTRICT"), ITS BOARD OF EDUCATION, THE MEMBERS OF THE BOARD OF EDUCATION, ITS OFFICERS, ADMINISTRATORS, EMPLOYEES, INSURERS, VOLUNTEERS, AND AGENTS IN CASE OF ILLNESS, INJURY, DEATH OR PROPERTY LOSS OR DAMAGE, INCLUDING WITHOUT LIMITATION, EXPOSURE TO COVID-19. WE UNDERSTAND THAT THIS DOCUMENT IS A PROMISE NOT TO SUE AND ACKNOWLEDGE THE ADEQUACY OF THE CONSIDERATION. WE HAVE READ AND UNDERSTAND THE TERMS OF THIS ASSUMPTION OF RISK AND RELEASE OF LIABILITY AGREEMENT AND AGREE TO ITS TERMS.

Parent/Guardian Signature

Date

Parent/Guardian Signature

Date

Child/Student Signature

Date