

ASSUMPTION OF RISK AND WAIVER OF LIABILITY AND AGREEMENT TO  
ABIDE BY BISHOP UNIFIED SCHOOL DISTRICT'S COVID-19 PROTOCOLS

Activity: \_\_\_\_\_, 2020-2021

School Name: Bishop Union High School

Student (please print): \_\_\_\_\_

The novel Coronavirus Disease 2019 ("COVID-19") has created a pandemic resulting in a state of emergency in California. COVID-19 is extremely contagious and is believed to be spread mainly by person-to-person contact. As a result, federal, state, and local governments and health officers have required or recommended social distancing, and, in many instances, have prohibited or significantly limited the congregation of groups of people.

The Bishop Unified School District ("District") is taking reasonable steps to mitigate the transmission of COVID-19. However, the District cannot guarantee that you/your child will not become infected with COVID-19 through your child's participation in the Program. Further, participating in the Program and related events and activities could increase your child's risk of coming in contact with a person infected with COVID-19 and/or contracting COVID-19, especially in light of the fact that 6-foot social distancing may not, at times, be possible.

By opting to participate in the Program, you and your child agree to the following:

1. Voluntary Participation. I am the parent and/or legal guardian of the above-named student, and I request that s/he be allowed to participate in the Program and I give my permission for him/her to do so. I acknowledge that my child's participation in the Program is voluntary.
2. Assumption of Risk. By signing this "Assumption of Risk and Waiver of Liability and Agreement to Abide by Bishop Unified School District's COVID-19 Protocols" ("Waiver"), I understand and acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that I/my child as well as person we come in contact with may be exposed to or infected with COVID-19 by his/her participating in the Program, and that such exposure or infection may result in personal injury, illness, permanent disability, and/or death. I understand that the risk of becoming exposed to or infected by COVID-19 by participating in the Program may result from the actions, omissions, or negligence of myself and others, including, but not limited to, other participants or District officials, employees, volunteers, and/or representatives. I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any harm, loss, or injury to myself/my student(s), including, but not limited to, any personal injury, disability, death, illness, damage, loss, claim, cause of action, liability, cost, or expense of any kind that my child may experience or incur in connection with the Program ("Claims").
3. Waiver of Liability. In consideration for the District allowing my child to participate in the Program, I, on behalf of myself and my child, hereby release, covenant not to sue, discharge, and hold harmless the District, its governing board, members of its governing board, and its officials, employees, volunteers, and/or representatives ("Releasees"), of and from the Claims, including all liabilities, claims, actions, damages, costs, or expenses of any kind arising out of my child's participation in the Program. I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of the District, its governing board, governing board members, officials, employees, volunteers, and/or representatives, whether a COVID-19 infection occurs before, during, or after participation in the Program.

I, on behalf of myself and my child, further agree to waive Civil Code section 1542, which states:

*A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.*

I acknowledge that this release is intended to include in its effect, without limitation, all Claims that I do not know or suspect to exist in my favor and that this release contemplates the extinguishment of all such claims and causes of action as related to my/my student(s)' participation in the Program.

4. Agreement to Abide by COVID-19 Protocols. I agree that my child will not enter District grounds/facilities or participate in Program activities if s/he is feeling ill or experiencing any symptoms commonly associated with COVID-19, including, but not limited to: fever, cough, difficulty breathing, shortness of breath, fatigue, muscle or body aches, headache, new loss of taste or smell, sore throat, congestion, runny nose, nausea, vomiting, and/or diarrhea. I understand and acknowledge that my child may be denied entrance or admittance if the District determines that s/he is exhibiting any such symptoms. I warrant and represent that I am not aware of any medical condition of my child that would render it inappropriate for me to allow him/her to participate in the Program.

I agree to abide by all State and local COVID-19 guidelines and other related policies and procedures, which may change over time. This may include hand washing requirements and temperature checks for my child. I, and on behalf of my child, agree to practice good hygiene, which includes, but is not limited to: sneezing into the elbow, using tissues, and avoiding touching the eyes, nose, and mouth, and, if applicable, instructing my child to do the same. I further agree that, if at any time during my child's enrollment in the Program, my child has traveled by commercial plane, bus, or train, my child will not physically participate in any Program activities for 14 days following such travel. I understand and acknowledge that my child's failure to abide by this Waiver may result in my child's removal from the Program.

I FULLY UNDERSTAND AND AGREE TO ABIDE BY THE ABOVE TERMS.

\_\_\_\_\_  
Print Student's Name

\_\_\_\_\_  
Student Signature/Date

Date of Birth: \_\_\_\_\_ Grade Level: \_\_\_\_\_

Parent/Guardian: \_\_\_\_\_ E-Mail: \_\_\_\_\_

Address: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

Emergency Contact: \_\_\_\_\_ Relationship: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

#### FOR STUDENTS UNDER AGE 18 AT THE TIME OF REGISTRATION

I, as parent/guardian, with legal responsibility for this participant, have read and explained the provisions of this Waiver to my child/ward, including the risks of participation in the Program and their personal responsibility for adhering to the rules and regulations set forth above. Furthermore, my child/ward understands and accepts the risks and responsibilities described in the Waiver. I, for myself, my spouse, and child/ward, do consent and agree to: (1) release the Releasees from all Claims, as described above, and (2) indemnify and hold harmless the Releasees from any and all liabilities incident to my child's/ward's participation in the Program as provided above, even if arising from the Releasees' negligence, to the fullest extent provided by law.

\_\_\_\_\_  
Parent/Guardian Name (please print)

\_\_\_\_\_  
Parent/Guardian Signature

\_\_\_\_\_  
Date