



Assumption of Risk, Waiver, Release & Hold Harmless

COVID-19 and Voluntary Extracurricular Activities Summer 2020 and School Year 2020-2021

The novel coronavirus known as COVID-19 has been declared as a worldwide pandemic and is believed to be a highly infectious, life-threatening disease. There is no current vaccine for COVID-19. COVID-19's highly contagious nature means that contact with others or contact with surfaces that have been exposed to the virus lead to infection. Additionally, individuals who may have been infected with COVID-19 may be asymptomatic for a period of time or may never become symptomatic at all. Because of its highly contagious and sometimes "hidden" nature, it is currently very difficult to control the spread of COVID-19 or to determine whether, where, or how a specific individual may have been exposed to the disease. Federal, state, and local agencies recommend social distancing and other measures to prevent the spread of COVID-19.

Aware of the foregoing, I voluntarily desire to participate or allow my child(ren) to participate in one or more voluntary extracurricular activities sponsored by the Volusia County School Board, Florida, and the Volusia County Schools (collectively, "VCS").

VCS will conduct certain extracurricular activities beginning in the Summer of 2020 and continuing into the 2020-2021 school year. These activities are, hereinafter known as "Activity." I understand that VCS has put in place new safety rules and precautions in order to mitigate the spread of COVID-19, which rules and precautions may be updated at any time. While acknowledging that these rules and precautions may or may not be effective in mitigating the spread of COVID-19, may not remove all risks of illness, and may not make it inherently safe to participate in the Activity, I and my children agree to comply with such rules and precautions, which may include, but are not limited to, mask wearing, hand washing, hand sanitizing, and social distancing. For the safety of all people involved, participants in the Activity will be required to adhere to all safety protocols, rules, or precautions and are subject to immediate removal from the Activity if they do not comply. Extracurricular activities are a privilege, and not a right, of public school students.

In an effort to ensure the safety and wellness of our school community, I understand the importance of students being healthy and safe when they participate in the Activity. By signing below, I agree that I will:

- Perform daily temperature checks on my child(ren) to screen for fever before arrival for the Activity. Fever is defined as a temperature of 100.4 F or 38.0 C or higher. If my child(ren) has a fever, I will not permit my child(ren) to participate in the Activity until he/she has been fever-free for at least 72 hours without the use of medication.
- Make a visual inspection of my child(ren) on a daily basis before arrival for the Activity for signs of illness which could include: fever or chills, cough, shortness of breath or difficulty breathing, fatigue, muscle or body aches, headache, new loss of taste or smell, sore throat,

congestion or runny nose, nausea or vomiting, diarrhea, flushed cheeks, rapid breathing or difficulty breathing (without recent physical activity), acute respiratory illness, fatigue, or extreme fussiness. If my child(ren) has exhibited any of these signs or symptoms, I will not permit my child(ren) to participate in the Activity until he/she has been without signs or symptoms for at least 72 hours.

- On a daily basis before arrival for the Activity, confirm that my child(ren) has not been in contact with someone who has either tested positive for COVID-19 in the past 14 days or is waiting for test results. If my child(ren) has been in contact with such a person, I will not permit my child(ren) to participate in the Activity until 14 days have elapsed since the time of contact.
- Promptly pick up my child(ren) or arrange for pickup if signs or symptoms of illness are present as determined by VCS. I understand that children are to remain home until symptom-free for at least 72 hours without the use of medicine.

By signing this agreement, I acknowledge and affirm all the statements above. I also acknowledge the contagious nature of COVID-19, the fact that it can be difficult to identify in another, and the inherent risks of exposure at VCS or during the Activity to those who may be infected with COVID-19. I voluntarily assume the risk that I and/or my child(ren) may be exposed to or infected by COVID-19 as a result of participation in the Activity 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 at VCS or by participating in the Activity may result from the actions, omissions, or negligence of myself and others, including, but not limited to, VCS employees, agents, contractors, volunteers, or students. I acknowledge that VCS has a limited ability to control students and visitors on campus. I recognize that VCS cannot limit all potential sources of COVID-19 infection. I acknowledge that I have asked for and/or been given any information that I may need to determine the risks associated with participating in the Activity and to make an informed assumption of those risks.

By signing this agreement, I acknowledge that I alone have to determine the sufficiency of any safety protocols, rules, or precautions that I decide to take to minimize the risks of participating in the Activity. No party related to VCS, including any board member, officer, employee, agent, volunteer, or student, has made any representations to me regarding the safety or, or risks of, participating in the Activity that I have relied on. I have relied instead on my own judgment as to whether to undertake the risks for myself and my children.

I voluntarily assume full responsibility for any and all risks of illness or injury associated with me or my children's exposure to COVID-19 as well as from use of any protective equipment, including face masks, that VCS may voluntarily provide to me. In exchange for allowing me and my children to participate in the Activity, I completely absolve, waive, release, and hold harmless VCS, its board members, officers, employees, agents, and contractors of any and all legal or financial responsibility, including, but not limited to, any personal injury, disability, illness, damage, or death from exposure to COVID-19, whether such exposure occurs before, during, or after my or my children's participation in the Activity. Also, I agree, on behalf of myself, my personal representatives, heirs, or anyone entitled to act on my or my children's behalf, not to make any type of legal or equitable claim on VCS or any of its board members,

officers, employees, agents, volunteers, or contractors with respect to any exposure I or my children may have to COVID-19, whether or not it arises through negligence, omission, default, or other action of anyone affiliated with VCS, including fellow students or participants in the Activity. I further agree that if any such claim is made, I will indemnify and defend VCS with respect to any such claim.

I HAVE READ AND UNDERSTAND THIS AGREEMENT AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I MAY BE WAIVING CERTAIN LEGAL RIGHTS ON BEHALF OF MYSELF AND MY CHILDREN, INCLUDING THE RIGHT TO SUE. THIS AGREEMENT SHALL BE BINDING UPON ME, MY CHILDREN, AND OUR HEIRS, LEGAL REPRESENTATIVES, AND ASSIGNS AND SHALL INURE TO THE BENEFIT OF VCS AND ITS SUCCESSORS AND ASSIGNS.

Signature of Parent/Guardian

Signature of Student

Print name of Parent/Guardian

Print name of Student

Date of signature

Date of signature

Signature of Athletic Director

Print Name of Athletic Director

Date of Signature