

WAIVER OF LIABILITY, ACKNOWLEDGEMENT

AND ASSUMPTION OF RISK AGREEMENT

Student Athlete Participant Name (please print): _____

On March 11, 2020, COVID-19, a highly contagious disease that is spread through person-to-person contact was declared a worldwide pandemic by the World Health Organization and on March 13, 2020, U.S. President Donald Trump declared the COVID-19 outbreak a national emergency.

During the 2020-2021 school year, the Pickerington Local School District Board of Education (“the Board”) has elected to field certain athletic teams and hold practices, scrimmages, and other events in coordination with state and local orders currently in place. Additionally, there is currently some medical evidence to suggest that while COVID-19 often presents only mild symptoms in children and young adults, there may complications and long-term effects related to the heart and cardiovascular system in some affected individuals. For this reason, our team Physicians have recommended any student athlete who tests positive for COVID-19 to take an electrocardiogram (EKG) test before he/she may return to regular participation, unless the student athlete or his/her parent/guardian signs this waiver.

By signing this waiver, the Student-Athlete Participant (hereafter “Participant”) (if age 18 or older) and the Parent/Guardian (if Participant is under 18) (hereafter “Guardian”), as applicable, agree to the following terms:

1. The Participant and/or Guardian elect(s) not to have an EKG test administered if the Participant tests positive for COVID-19;
2. The Participant and/or Guardian acknowledge(s) the risk posed to children and young adults related to cardiovascular issues stemming from a COVID-19 infection, and he/she further acknowledges that forgoing the EKG test may cause certain conditions, infections, and other health complications to go undiscovered and undiagnosed, which in turn, can affect the Participant’s long-term health and wellbeing.
3. The Participant and/or Guardian assume(s) all the foregoing risks and accepts sole responsibility for any injury to the Participant including but not limited to personal injury, disability, death, illness, or any other damage, loss, claim, liability, or expense, of any kind, that the Participant and/or Guardian may experience or incur in connection with or as a result of the Participant’s and/or Guardian’s election against receiving an EKG test.
4. The Participant and/or Guardian release(s), agree(s) to hold harmless, and agree(s) to indemnify the Board, its members, employees, and agents, from any and all liability, arising from negligence or otherwise, and any damages that arise out of or result from Participant’s and/or Guardian’s election against Participant receiving an EKG test, including but not limited to personal injury, disability, death, illness, or any other damage, loss, claim, liability, or expense, of any kind.

5. The foregoing WAIVER OF LIABILITY, ACKNOWLEDGMENT, AND ASSUMPTION OF RISK AGREEMENT is intended to be as broad and inclusive as is permitted by the laws of the State of Ohio and that if any portion thereof is held invalid, it is agreed that the remaining provisions of this Agreement shall, notwithstanding, continue in full legal force and effect.

I, the undersigned, have read the above carefully, understand its significance, and voluntarily agree to all of its terms. If the Participant is under 18 years of age, this Agreement must be signed by his/her parent/guardian. For divorced/separated parents, the parent/guardian signing below attests that he/she has legal authority to provide the election against an EKG test and to execute this Waiver of Liability, Acknowledgment, and Assumption of Risk Agreement.

Printed Name of Student

Signature of Student

Date

If student is a minor, either a parent or guardian must sign below, if they agree with the terms of this Agreement.

Printed Name of Parent/Guardian

Signature of Parent/Guardian

Date