

MT. VERNON COMMUNITY SCHOOL CORPORATION

Waiver and Release of Liability and Assumption of Risk Acknowledgement for Extra-Curricular Activities During COVID-19 Pandemic

In March 2020, the Centers for Disease Control and Prevention declared a global pandemic due to the novel Coronavirus (COVID-19). While the Governor of Indiana has deemed it safe to open school buildings and allow students to travel for field trips and similar events/activities, this event/activity is taking place in a location that is still under the classification of a pandemic. In consideration for the Mt. Vernon Community School Corporation allowing me or my child to participate in this event/activity, I the undersigned, (and if I am not eighteen years or older, my parent or legal guardian) individually and collectively referred to below in the first person singular, agree to be bound by each of the following as my voluntary act and deed:

- A. Voluntary Participation.** I understand and confirm that my participation in this event/activity is voluntary.
- B. Identification of Risks.** Before, during, after, and traveling to and from this event/activity, I understand I might be exposed to COVID-19, which can cause severe respiratory distress, hospitalization, permanent disability, and death. Symptoms include, but are not limited to, fever, coughing, and shortness of breath. I understand my participation may involve risk of injury, loss, and death. I understand that this Waiver and Release of Liability and Assumption of Risk Acknowledgement (“Agreement”) is intended to address all of the risks of any kind associated with my participation in any respect, including, particularly, such risks created by actions, inactions, or negligence on the part of the school district or its employees, agents, volunteers, successors, or assigns.
- C. Health & Safety Precautions.** During this event/activity, I will abide by all rules and guidelines imposed by the school district, including but not limited to, temperature checks, wearing face masks or shields when not participating in practices or contests, mandatory seating arrangements, social distancing whenever reasonably possible, and mandatory disinfecting or handwashing. I understand that refusal to abide by these rules may result in discipline, up to and including being sent home immediately at my cost and expulsion from school. However, whether the school district imposes these measures or not has no bearing on my assumption of risk, waiver, or indemnification as described below.
- D. Assumption of Risk.** I knowingly and freely assume all risks, both known and unknown of this event/activity, even if arising from the negligence of the school district, as listed above, or from others, and assume full and absolute responsibility for my participation in the event/activity. I assume all costs associated with such risks, including, but not limited to, testing for COVID-19, quarantine, hospitalization, disability, and death.

E. Release and Waiver. I hereby release the school district and its board members, employees, agents, contractors, volunteers, successors and assigns (collectively, the “School Parties”) of and from any and all claims for injury, loss, damages, actions and causes of action, claims and demands whatsoever, whether known or unknown and whether or not founded in fact or in law, and of and from any and all manner of suits, liabilities, losses, covenants, controversies, agreements, promises, damages, judgments, claims and demands whatsoever in law or in equity including, but not limited to, those arising out of or in any way related to my participation in the event/activity, and all acts or omissions related thereto, whether or not caused in whole or part by the negligence or other misconduct of any of the School Parties, from the beginning of the world to the end of the Term, as defined below, of this Agreement, which the undersigned has had or now has or which he/she or his/her heirs, administrators, successors and assigns hereafter can shall or may have or acquired.

F. Indemnification. I, on behalf of myself and my administrators, heirs, successors, and assigns, hereby voluntarily agree to release, waive, discharge, hold harmless, defend and indemnify the School Parties of and from any and all claims for injury, loss, damages, actions and causes of actions, claims and demands whatsoever, whether known or unknown and whether or not founded in fact or in law, and of and from any and all manner of suits, liabilities, losses, covenants, controversies, agreements, promises, damages, judgments, claims and demands whatsoever in law or in equity including, but not limited to, those arising out of or in any way related to my participation in the event/activity, and all acts or omissions related thereto, whether or not caused in whole or part by the negligence or other misconduct of any of the School Parties, from the beginning of the world to the end of the Term, defined below, which the undersigned has had or now has or which he/she or his/her heirs, administrators, successors, and assigns hereafter can, shall or may have or acquire. I specifically understand that I am releasing, discharging and waiving any claims or actions that I any have presently or in the future for the negligent acts or other misconduct by any of the School Parties.

The term of this Agreement shall be from July 6, 2020 to July 20, 2021.

Event or Activity Name: Mt. Vernon High School Athletic Participation

Parent/Guardian with Legal Custody Printed Name

Parent/Guardian with Legal Custody Signature

Date