

# Garfield Heights City School District

## Covid-19 Waiver of Liability and Indemnification

I agree that I am personally responsible for my safety and actions of my child while using the facilities at Garfield Heights City School District and/or participating in extracurricular activities. For purposes of this agreement, all references to extracurricular activities shall be understood to include, but not be limited to athletics. I agree to comply with all OHSAA and Ohio Department of Health policies and rules, including but not limited to all Garfield Heights City School District policies, guidelines, signage, and instructions, which have been made available to me at <https://garfieldhthsathletics.org/>

1. Because Garfield Heights City School District and other venues at which extracurricular activities may take place are open for use by other individuals, I recognize that I am at higher risk of contracting COVID-19. With full awareness and appreciation of the risks involved, I, for myself and on behalf of my family, spouse, estate, heirs, executors, administrators, assigns, and personal representatives, hereby forever release, waive, discharge, and covenant not to sue Garfield Heights City School District, its board members, administrators, Athletic Directors, coaches, employees, agents and volunteers (collectively the "Released Parties") from any and all liability, claims, demands, actions, and causes of action whatsoever, directly or indirectly arising out of or related to any loss, damage, or injury, including death, that may be sustained by me related to COVID-19 whether caused by the negligence of the Released Parties, any third-party using Garfield Heights City School District property or any other property and/or facilities used to carry out extracurricular activities, including but not limited to practices and contests, or otherwise, while participating in any activity while in, on, or around Garfield Heights City School District, while using any District facilities, tools, equipment, or materials and/or while participating in any such activity at any other location.
2. I agree to indemnify, defend, and hold harmless the Released Parties from and against any and all costs, expenses, damages, claims, lawsuits, judgments, losses, and/or liabilities (including attorney fees) arising either directly or indirectly from or related to any and all claims made by me, my family, spouse, estate, heirs, executors, administrators, assigns, and personal representatives against any of the Released Parties due to bodily injury, death, loss of use, monetary loss, or any other injury from or related to my interaction with District staff, use of the District facilities, tools, equipment, or materials, and/or use of any other facilities for participation in activities, whether caused by the Released Parties or otherwise specifically related to COVID-19.
3. By signing below I acknowledge and represent that I have read the foregoing Waiver of Liability, understand it and sign it voluntarily as my own free act and deed, including without limitation the Release of Liability and Indemnification requirements contained in this document; I am sufficiently informed about the risks involved in using the District or other facilities, and/or participating in extracurricular activities to decide whether to sign this document; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent and am legally capable of execution of this release and waiver on behalf of the minor child named below; and I execute this document for full, adequate, and complete consideration fully intending to be bound by the same. I agree that this Waiver of Liability shall be governed by and construed in accordance with Ohio law, and that if any of the provisions hereof are found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision(s) shall be deemed modified to the limited extent required to permit enforcement of the Waiver of Liability

as a whole. This waiver remains in effect regardless of whether State of Ohio lifts all COVID-19 related mandates.

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**Printed Name (Student)**

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**Signature (Student)**

**Date** \_\_\_\_\_

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**Printed Name (Parent/Guardian)**

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**Signature (Parent/Guardian)**

**Date** \_\_\_\_\_