

**WAIVER OF LIABILITY, RELEASE AND HOLD HARMLESS AGREEMENT  
INCLUDING COMMUNICABLE DISEASES AND COVID-19  
FOR ATHLETIC PARTICIPATION AT ST. MARY’S SCHOOL**

The individuals to whom this WAIVER OF LIABILITY, RELEASE AND HOLD HARMLESS AGREEMENT INCLUDING COMMUNICABLE DISEASES AND COVID-19 FOR ATHLETIC PARTICIPATION AT ST. MARY’S SCHOOL (the “**Agreement**”) applies are, as follows:

**Parent-Guardian Name(s)** \_\_\_\_\_  
(“**Guardian**”)

**Student-Athlete Name** \_\_\_\_\_  
(“**Student**”)

**Guardian represents by his/her signature below that he/she has full authority under law to sign on behalf of the Student named above.**

**Representations, Acknowledgments and Agreements**

- 1. Worldwide Health Crises:** The novel coronavirus (“**COVID-19**”) has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. As a result, federal, state, and local governments and federal and state health agencies recommend social distancing and have, in many locations, prohibited the congregation of groups of people. St. Mary’s of Medford, Inc. d/b/a St. Mary’s School (the “**School**”) has put in place preventive measures to reduce the spread of COVID-19; however, the School cannot guarantee that you or your children will not become infected with COVID-19. Further, attending the School and participating in School activities, including athletics, could increase your risk and your children’s risk of contracting COVID-19.
- 2. Highly Impacted Areas:** Guardian and the School acknowledge that novel coronavirus infections have been confirmed throughout the United States, including several cases in Guardian’s own State and locality. In accordance with the most recent guidance and recommendations issued by the Centers for Disease Control and Prevention (“**CDC**”), the National Federation of State High School Associations (“**NFHS**”), the Oregon School Activities Association (“**OSAA**”), the Oregon Department of Education (“**ODE**”), and

the Oregon Health Authority (“OHA”) for slowing the transmission of COVID-19, Guardian agrees, represents, and warrants that neither Guardian nor Student shall visit or utilize the facilities, services, and/or programs of the School (other than any exclusively online services and programs) within 14 days after (i) returning from highly impacted areas subject to a CDC Level 3 Travel Health Notice, (ii) exposure to any person returning from areas subject to a CDC Level 3 Travel Health Notice, or (iii) exposure to any person who has a suspected or confirmed case of COVID-19. The CDC Travel Health Network is continuously updating this list and the undersigned agrees that they are aware of this list and the countries listed. Guardian agrees to check on a daily basis the CDC Travel Health Notices list at <https://www.cdc.gov/coronavirus/2019-ncov/travelers/index.html>) prior to participating in or utilizing the facilities, services, and programs of the School.

- 3. Ready Schools, Safe Learners:** Under the ODE’s *Ready Schools, Safe Learners* guidance, each school has been directed to submit a plan to the district in order to provide on-site and/or hybrid instruction. The School has implemented a plan available at <https://www.smschool.us/covid-19-response#> and [https://smschool.myschoolapp.com/ftpimages/1381/download/download\\_5173101.pdf](https://smschool.myschoolapp.com/ftpimages/1381/download/download_5173101.pdf) (the “Plan”). Guardian, Student and School agree to comply with the Plan. The School has taken certain steps to implement certain recommended guidance and recommendations issued by public health agencies for slowing the transmission of COVID-19, including, without limitation, the access/use restrictions set forth above. Guardian acknowledges and agrees that the School may revise its procedures at any time based on updated recommended guidance and recommendations issued by public health agencies and further agrees to comply with the School’s revised procedures prior to utilizing the facilities, services, and/or prior to participating in the programs of the School. Guardian further acknowledges and agrees that, due to the nature of the programs offered by the School, social distancing of 6 feet per person among student-athletes and their fellow participants or others is challenging in the best circumstances. Guardian fully understands and appreciates both the known and potential dangers of participating in the program of the School and acknowledges that use by Guardian and/or Student may, despite the School’s reasonable efforts to mitigate dangers, result in exposure to COVID-19, which could result in quarantine requirements, serious illness, disability, and/or death.
- 4. Symptoms of COVID 19:** Guardian agrees, represents, and warrants that neither Guardian or Student shall participate in, visit or utilize the facilities, services, and/or programs of the School if he or she (i) experiences symptoms of COVID-19, including,

without limitation, fever, cough, loss of sense of taste or smell, or shortness of breath, or (ii) has a suspected or diagnosed/confirmed case of COVID-19. Guardian agrees to notify the School immediately if he or she believes that any of the foregoing access/use restrictions may apply.

- 5. Assumption of Risk – Communicable Diseases:** Guardian acknowledges the contagious nature of COVID-19 and other communicable diseases and voluntarily assumes the risk that the Guardian and Student may be exposed to or infected by COVID-19 by attending School sports and activities and that such exposure or infection may result in personal injury, illness, permanent disability, and death. Guardian and Student understand the risk of becoming exposed to or infected by COVID-19 at the School may result from the actions, omissions, or negligence of Guardian, Student and others, including, but not limited to, School employees, volunteers, and program participants and their families.
- 6. Assumption of Risk – Injury or Damage:** Guardian agrees and acknowledges that use of School facilities and services, and participation in the School programs or Sports, may involve inherent danger and risk, including, without limitation, the risk of physical illness or injury, death or property damage. Guardian and Student acknowledge that any illness or injuries that Guardian or Student contract or sustain may be compounded by negligent first aid or emergency response.
- 7. Athletic Participation:** By signing this Agreement, Guardian understands, authorizes and gives permission for the Student to participate in Sports and other School activities. Guardian understands that participation in St. Mary’s School athletics, Sports, and other programs is a voluntary, extracurricular activity.

**With informed consideration, acknowledgment and agreement of the above, Guardian and Student desire to enter into this Agreement and therefore voluntarily further agree as follows:**

**Release and Hold Harmless**

- 1. Acceptance of Facilities:** In consideration for providing Guardian and Student the opportunity to participate in the School’s sports; being permitted to utilize the services of the School; utilize the facilities and/or participate in the programs of the School, including, but not limited to, athletics, observation or use of facilities or equipment, or participation in or acting as a spectator during any program affiliated with the School (“Sports”), Guardian on behalf himself or herself and Student acknowledge, agree and

represent that he or she has inspected and carefully considered the premises, equipment, and facilities and has considered the School's programs and the Guardian finds and accepts same as being safe and reasonably suited for the use or participation by Guardian and Student.

2. **Waiver of Liability:** Guardian on his or her behalf and on behalf of Student forever RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE the School, any of their respective coaches, directors, employees, volunteers and agents, any fellow student(s) including their family members or guests ("**Released Parties**") from any and all claims, causes of action, liability, loss, damage, injury, illness or death to Guardian and/or Student (or by any person who may contract COVID-19, directly or indirectly, from Guardian or Student) whether caused by the negligence, active or passive, of the School, Released Parties or other third party while Guardian or Student are in, upon, or about the premises or any facilities or using any equipment of or participating in Sports or any program of or affiliated with the School ("**Claims**").
3. **Responsibility for Claims and Assumption of Risk:** Guardian voluntarily agrees to assume all of the foregoing risks and accepts sole responsibility for any harm or injury to Student or Guardian (including, without limitation, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that Guardian or Student may experience or incur in connection with the Student or Guardian's attendance at the School or participation in School Sports.
4. **Hold Harmless and Indemnity:** On behalf of Guardian and Student, Guardian agrees to defend, hold harmless and indemnify the School and Released Parties of and from all Claims in any way related to Sports and activities described in this Agreement including the expenses of investigation, attorney fees and all costs of litigation.
5. **Successors and Assigns:** Guardian further acknowledges that all terms and provisions of this Agreement and all covenants, acknowledgments, representations and agreements in this Agreement shall be binding upon, inure to the benefit of and are enforceable against any person or entity identified in this Agreement and their heirs, assigns, successors, affiliates, employees, officers, directors, agents and personal representatives.

### **Travel and Emergency Medical Care Permission**

1. **Travel:** By signing this Agreement, Guardian understands, authorizes and gives permission for the Student to travel with the School's athletic program to and from games and tournaments.

- 2. Emergency Medical Care Permission:** In a medical emergency concerning the Student, Guardian understands that every effort will be made to reach Guardian or such other designated contact person on file with the School for instruction. If, in the judgment of the coach, athletic director or other School employee or medical professional, delay in reaching the Guardian might jeopardize the Student's well-being, Guardian authorizes the coach or other School representative, employee or agent to secure whatever medical treatment is deemed necessary, including the administration of anesthetics or surgery.

### **Athletic Participation Fees**

Guardian also agrees to be responsible for all debts not covered by the School that are incurred by Student during the trip or activity; for all expenses not covered by insurance that are incurred as a result of any accident, illness, or medical emergency involving the Student; and for all transportation costs to prematurely return the Student to Medford, Oregon, should the Student's continued participation jeopardize the safety or health of the other participants.

### **Athletic Code of Conduct**

Standards of student behavior at the School are based on respect and responsibility and are thoroughly outlined in the Student Handbook and Athletic Department Handbook (the Athletic Department Handbook can be located at [www.smcathletics.us](http://www.smcathletics.us) under the "Crusader HQ" tab). At all trips, contests, practices or other athletic events Students are expected to observe all School rules as well as any rules coaches or athletic department deem necessary for ensuring each Student's safety or proper decorum. If Students violate school or athletic department rules, there will be consequences that could include immediate expulsion or suspension from School and/or ineligibility for athletics or future athletic participation.

### **Severability**

Guardian further expressly agrees that the foregoing Agreement is intended to be as broad and inclusive as is permitted by the laws of the State of Oregon and that if any portion of this Agreement is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

**Applicable Law and Venue**

This Agreement shall, in all respects, be governed by the laws of the State of Oregon. Any dispute regarding this Agreement shall be resolved in Jackson County, Oregon.

**Voluntary Relinquishment of Rights**

I CERTIFY I HAVE CAREFULLY READ THIS DOCUMENT IN ITS ENTIRETY AND FULLY UNDERSTAND ITS CONTENTS. IN EXCHANGE FOR THE OPPORTUNITY TO PARTICIPATE IN SPORTS AT THE SCHOOL, STUDENT AND I FREELY AND VOLUNTARILY ASSUME ALL RISKS DESCRIBED IN THIS DOCUMENTS AND VOLUNTARILY SIGN THIS AGREEMENT.

I CERTIFY AND AGREE THAT NO ORAL REPRESENTATIONS, STATEMENTS OR INDUCEMENT APART FROM THE FOREGOING WRITTEN AGREEMENT HAVE BEEN MADE.

I CERTIFY I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM GIVING UP VALUABLE LEGAL RIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES FROM THE SCHOOL AND RELEASED PARTIES IN THE EVENT OF ILLNESS, INJURY, DEATH OR PROPERTY LOSS OR DAMAGE, INCLUDING, AND WITHOUT LIMITATION, EXPOSURE TO COVID-19 AT ANY SCHOOL FACILITY OR DURING PARTICIPATION IN ANY PROGRAM AND ANY RESULTING ILLNESS, INJURY OR DEATH. I UNDERSTAND THAT THIS AGREEMENT IS A PROMISE NOT TO SUE AND A RELEASE OF AND INDEMNIFICATION FOR ALL CLAIMS.

**Guardian Signature:** \_\_\_\_\_

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

**Student Signature:** \_\_\_\_\_

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