

**WAIVER OF LIABILITY, ACKNOWLEDGMENT AND ASSUMPTION
OF RISK AGREEMENT FOR USE OF SCHOOL FACILITIES
AND EQUIPMENT DURING SUMMER BREAK**

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. On March 12, 2020, the Director of the Ohio Department of Health (“ODH”) ordered K-12 schools to close. On March 17, 2020, the Director of ODH ordered all entertainment, recreation, and gymnasiums to close until the March 17, 2020 Order is rescinded or modified. On April 29, 2020, the Director of ODH ordered that all K-12 schools remain closed through June 30, 2020 due to COVID-19. On May 22, 2020, the Director of ODH rescinded the March 17, 2020 order prohibiting recreational facilities and gymnasiums from opening. Additionally, schools and educational service centers are permitted to allow students to use the school facilities to participate in school activities.

Given the widespread outbreak and the possibility of COVID-19 being contracted, federal, state, and local governments, and federal and state health agencies, recommend social distancing and have, in many locations, prohibited or limited the congregation of groups of people. As a result, the Marion City Board of Education has put in place preventative measures to reduce the spread of COVID-19. Even with these measures, the Board cannot guarantee that its students or other individuals, participating in recreational or organized athletic or training and conditioning activities (“Participants”) at Board athletic facilities, stadiums, weight room, gymnasiums, or similar venues (“Facilities”) and using Board equipment (“Equipment”) will not become infected with COVID-19.

By signing this agreement, the Participant agrees that:

1. Use of Board Facilities and Equipment during summer break is voluntary;
2. While at Board Facilities and using Board Equipment, all safety and social distancing protocols as described in the Board’s Social-Distancing Procedures **(see attachment)** must be followed;
3. The Participant will not use the Facilities or Equipment if his/her temperature is above 100.4 degrees Fahrenheit on any day that the Participant is to participate in any activity, or if the Participant has been exposed to any person who has tested positive for COVID-19 in the past fourteen (14) days;
4. COVID-19 is contagious, and the Participant understands it is the sole responsibility of the Participant and his/her parent/guardian as applicable, to evaluate carefully all risks inherent in using the Board’s Facilities and Equipment. The Participant and his/her parent/guardian as applicable voluntarily assumes full responsibility for the risk that the Participant may be exposed to or infected by COVID-19 by using the Board’s Facilities and Equipment, and

that such exposure or infection may result in personal injury, illness, permanent disability, death or other damages or expenses;

5. The risk of becoming exposed to or infected by COVID-19 at Board Facilities may result from the actions, omissions, or negligence of the Participant or others, including, but not limited to, Board students, staff, volunteers, and guests;
6. The Participant assumes all of the foregoing risks and accepts sole responsibility for any injury to the Participant including, but not limited to, personal injury, disability, death, illness, damage, loss, claim, liability, or expense, of any kind, that the Participant or their parent/guardian may experience or incur in connection with Participant's use of Board Facilities or Equipment ("Claims");
7. The Participant releases and agrees to hold harmless and indemnify the Board, its members, employees, and agents, from any and all liability, arising from negligence or otherwise, and any damages as a result of the Participant's use of the Board's Facilities or Equipment, including but not limited to property damage and any mental or physical bodily injury, including death; and
8. This release includes any Claims based on the actions, omissions, or negligence of the Board, its members, employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after use of the Board's Facilities or Equipment.
9. 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 student is under 18 years of age, this Agreement must be signed by the student's parent or guardian. For divorced/separated parents, the parent/guardian signing below attests that he/she has legal authority to provide consent for the student to attend Board activities and use its Facilities and Equipment 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