

WAIVER/RELEASE FOR COMMUNICABLE DISEASES INCLUDING COVID-19

ASSUMPTION OF RISK/WAIVER OF LIABILITY/INDEMNIFICATION AGREEMENT

As a result of the highly contagious novel coronavirus, COVID-19, 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.

The Barberton City School District has put in place preventative measures to reduce the spread of COVID-19 including following the directives and guidelines from the Governor, the Ohio Department of Health, and our county health department. However, the Barberton City School District cannot guarantee that you or your child(ren) will not become infected with COVID-19. Further, attending and participating in _____ (“Activity”) could increase the risk of contracting COVID-19.

You and/or your child(ren)’s participation and attendance at Activity is voluntary. Further, you and your child(ren) are required to abide by directives designed to lower the risk of COVID-19 exposure which may include wearing masks, social distancing (6 feet apart), washing hands, non-sharing of equipment, wiping down all shared equipment after each use, limitations on spectators, etc. These directives will be provided to you by _____. If you fail to follow these directives, you will forfeit your and or your child(ren)’s right to continued participation in the Activity.

In consideration of being allowed to participate in the Activity the undersigned acknowledges, appreciates, and agrees that:

1. Participation includes possible exposure to and illness from infectious diseases including but not limited to MRSA, influenza, and COVID-19. While particular rules and personal discipline may reduce this risk, the risk of serious illness and death does exist; and,
2. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my participation; and,
3. I willingly agree to comply with the stated and customary terms and conditions for participation as regards protection against infectious diseases. If, however, I observe any unusual or significant hazard during my presence or participation, I will remove myself from participation and bring this to the attention of the nearest official immediately; and,
4. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE AND HOLD HARMLESS the Barberton City School District their officers, officials, agents, and/or employees, other participants, sponsoring agencies, sponsors, advertisers, and if applicable, owners and lessors of premises used to conduct the event (“RELEASEES”), WITH RESPECT TO ANY AND ALL ILLNESS, DISABILITY,

DEATH, or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF RELEASEES OR OTHERWISE, to the fullest extent permitted by law.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IF FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

Name of participant: _____

Participant signature: _____

Date signed: _____

FOR PARTICIPANTS OF MINORITY AGE (UNDER AGE 18)

This is to certify that I, as parent/guardian, with legal responsibility for this participant, have read and explained the provisions in this waiver/release to my child/ward including the risks of presence and participation and his/her personal responsibilities for adhering to the rules and regulations for protection against communicable diseases. Furthermore, I and my child/ward understand and accept these risks and responsibilities. I for myself, my spouse, and child/ward do consent and agree to his/her release provided above for all the Releasees and myself, my spouse, and child/ward do release and agree to indemnify and hold harmless the Releasees for any and all liabilities incident to my minor child's/ward's presence or participation in these activities as provided above, EVEN IF ARISING FROM THEIR NEGLIGENCE, to the fullest extent provided by law.

Name of parent/guardian: _____

Parent guardian/signature: _____

Date signed: _____