



## Assumption of Risk, Waiver, Release & Hold Harmless

### COVID-19 and Voluntary Extracurricular Activities

Summer 2020 and School Year 2020-2021

The novel corona virus known as COVID-19 has been declared as a worldwide pandemic and believed to be a highly infectious, life-threatening disease. COVID-19's highly contagious nature means that contact with others or surfaces that have been exposed to the virus may lead to infection. Additionally, individuals who may have been infected with COVID-19 may be asymptomatic for a period of time or may have never become symptomatic at all. Federal, state, and local agencies recommend social distancing and other measures to prevent the spread of COVID-19.

Aware of the above information, I voluntarily desire to participate or allow my child to participate in one or more voluntary extracurricular activities sponsored by the Nassau County School Board, Florida and Nassau County Schools (NCS).

NCS will conduct certain extracurricular activities beginning in the Summer of 2020 and continuing into the 2020-2021 school year. These activities are, hereinafter known as "Activity." I understand the NCS has put in place new safety rules and precautions in order to mitigate the spread of COVID-19, which rules and precautions may be updated at any time. While acknowledging that these rules and precautions may or may not be effective in mitigating the spread of COVID-19, may not remove all the risks of illness, and may not make it inherently safe to participate in the Activity, I and my children agree to comply with such rules and precautions, which may include, but are not limited to, mask wearing, hand washing, hand sanitizing, and social distancing. For the safety of all people involved, participants in the Activity will be required to adhere to all safety protocols, rules, or precautions and are subject to immediate removal from the activity if they do not comply. We understand that extracurricular activities are a privilege and not a right of public-school students.

In an effort to ensure the safety and wellness of our school community, I understand the importance of students being healthy and safe when they participate in the Activity. By signing below, I agree that I will:

- Perform daily temperature checks on my child(ren) to screen for fever before arrival for the Activity. Fever is defined as a temperature of 100.4 F or 38.0 C or higher. If my child(ren) has a fever, I will not permit him or her to participate in the Activity until he/she has been fever-free for at least 72 hours without the use of medication.

- Make a visual inspection of my child(ren) on a daily basis before the arrival for the Activity for signs of illness which could include: fever or chills, cough, shortness of breath or difficulty breathing, fatigue, muscle or body aches, headache, new loss of taste or smell, sore throat, congestion or runny nose, nausea or vomiting, diarrhea, flushed cheeks, rapid breathing or difficulty breathing (without recent physical activity), acute respiratory illness, fatigue, or extreme fussiness. If my child(ren) has exhibited any of these signs or symptoms, I will not permit my child(ren) to participate in the Activity until he/she has been without signs or symptoms for at least 72 hours.
- On a daily basis before arrival for the Activity, confirm that my child(ren) has not been in contact with someone who has either tested positive for COVID-19 in the past 14 days or is waiting for test results. If my child(ren) has been in contact with such a person, I will not permit my child(ren) to participate in the Activity until 14 days have elapsed since the time of contact.
- Promptly pick up my child(ren) or arrange for pickup if signs or symptoms of illness are present as determined by NCS. I understand that children are to remain home until symptom-free for at least 72 hours without the use of medication.

By signing this agreement, I acknowledge and affirm all the statements above. I also acknowledge that the contagious nature of COVID-19, the fact that it can be difficult to identify in another, and the inherent risks of exposure at NCS or during the Activity to those who may be infected with COVID-19. I voluntarily assume the risk that I and/or my child(ren) may be exposed to or infected by COVID-19 as a result of participation in the Activity and that such exposure or infection may result in personal injury, illness, permanent disability, and/or death. I understand that the risk of becoming exposed to or infected by COVID-19 at NCS or by participating in the Activity may result from the actions, omissions, or negligence of myself and others, including, but not limited to, NCS employees, agents, contractors, volunteers, or students. I acknowledge that NCS has a limited ability to control students and visitors on campus. I recognize that NCS cannot limit all potential sources of COVID-19 infection. I acknowledge that I have asked for and/or been given any information that I may need to determine the risks associated with participating in the Activity and to make an informed assumption of those risks.

By signing this agreement, I acknowledge that I alone have to determine the sufficiency of any safety protocols, rules, or precautions that I decide to take to minimize the risks of participating in the Activity. No party related to NCS, including any board member, officer, employee, agent, volunteer, or student, has made any representations to me regarding the safety or risks of participating in the Activity that I have relied on. I have relied instead on my own judgement as to whether to undertake the risks for myself and my children.

I voluntarily assume full responsibility for any and all risks of illness or injury associated with me or my children's exposure to COVID-19 as well as from use of any protective equipment, including face masks, that NCS may voluntarily provide me. In exchange for allowing me and my children to participate in the Activity, I completely absolve, waive, release, and hold harmless NCS, its board members, officers, employees, agents, and contractors of any and all legal or financial responsibility, including but not limited to, any personal injury, disability, illness, damage, or death from exposure to COVID-19, whether such exposure occurs before, during or after my or my children's participation in the Activity. Also, I agree, on behalf of myself, my personal representatives, heirs, or anyone entitled to act on my or my children's behalf, not to make any type of legal or equitable claim on NCS or any of its board members, officers, employees, agents, volunteers, or contractors with respect to any exposure I or my children may have to COVID-19, whether or not it arises through negligence, omission, default or other action of anyone affiliated with NCS, including fellow students or participants in the Activity. I further agree that if any such claim is made, I will indemnify and defend NCS with respect to any such claim.

I HAVE READ AND UNDERSTAND THIS AGREEMENT AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I MAY BE WAIVING CERTAIN LEGAL RIGHTS ON BEHALF OF MYSELF AND MY CHILDREN, INCLUDING THE RIGHT TO SUE. THIS AGREEMENT SHALL BE BINDING UPON ME, MY CHILDREN, AND OUR HEIRS, LEGAL REPRESENTATIVES, AND ASSIGNS AND SHALL INURE TO THE BENEFIT OF NCS AND ITS SUCCESSORS AND ASSIGNS.

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Signature of Parent/Guardian

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Signature of Student

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Print Name of Parent/Guardian

\_\_\_\_\_  
Print Name of Student

\_\_\_\_\_  
Date of Signature

\_\_\_\_\_  
Date of Signature

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Signature of Administrator or AD

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Title

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date of Signature