

Assumption of the Risk and Waiver of Liability Relating to COVID-19

COVID-19, has been declared a worldwide pandemic by the World Health Organization. It is extremely contagious and is believed to spread mainly from person-to-person contact. St. Mary Catholic Schools (SMCS) has put in place preventative measures to reduce the spread of COVID-19; however, SMCS cannot guarantee that you will not become infected with COVID-19. Further, participation in an activity could increase your risk of contracting COVID-19.

READ CAREFULLY BEFORE SIGNING – INITIAL EACH PARAGRAPH

____ **INITIALS** I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that I may be exposed to or infected by COVID-19 by participation; and that such exposure or infection may result in personal injury, illness, permanent disability, and death to myself or my household contacts. I understand that the risk of becoming exposed to or infected by COVID-19 at SMCS endorsed activities and events may result from the actions, omissions, or negligence of myself and others, including, but not limited to, SMCS employees, volunteers, and program participants and their families.

____ **INITIALS** I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to myself (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I may experience or incur in connection with my participation with SMCS. On my behalf, I hereby release, covenant not to sue, discharge, and hold harmless SMCS, its employees, agents, and representatives, of and from the claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. I understand and agree that this release includes any claims based on the actions, omissions, or negligence of SMCS, its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation at SMCS.

____ **INITIALS** I represent that I have adequate insurance to cover any injury or illness I may suffer or cause while participating in this activity, or else I agree to bear the costs of such injury or illness myself. I further represent that I have no medical or physical condition which could interfere with my safety in this activity, or else I am willing to assume – and bear the costs of – all risks that may be created, directly or indirectly, by any such condition.

____ **INITIALS** In the event that I file a lawsuit, I agree to do so in the state where SMCS is located, and I further agree that the substantive law of that state shall apply. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

____ **INITIALS** I agree that if I am exposed or infected by COVID-19 during my participation in this activity, then I may be found by a court of law to have waived my right to maintain a lawsuit against the parties being released on the basis of any claim for negligence.

____ **INITIALS** I have had sufficient time to read this entire document and, should I choose to do so, consult with legal counsel prior to signing. Also, I understand that this activity might not be made available to me if I were to choose not to sign this release. I have read and understood this document and I agree to be bound by its terms.

____ **INITIALS** If I have signed a separate general waiver of liability connected to my participation with SMCS, I agree that the terms of that waiver are wholly incorporated into this document and that the terms of this document are incorporated into the separate general waiver.

____ **INITIALS** I agree that I will practice safe social distancing and clean hygiene during my participation at SMCS and will follow directions of SMCS staff with regard to social distancing, hygiene and mask wearing and that failure to do so may result in the my having to leave the activity.

____ **INITIALS** I agree, I may not attend if I am experiencing the COVID-19 symptoms identified by the CDC including unexplained cough, shortness of breath or difficulty breathing, fever, chills, muscle pain, sore throat, or new loss of taste or smell. If I have been exposed to someone with COVID-19 symptoms or a diagnosed active case of COVID-19 I will inform SMCS and not attend until given permission by SMCS.

Signature: _____ Print Name: _____

Address: _____ City: _____ State: _____ Zip: _____

Telephone: _____ Date: _____

PARENT OR GUARDIAN ADDITIONAL AGREEMENT: (Must be completed for participants under the age of 18)

In consideration of _____
(PRINT minor's names) being permitted to participate in this activity, I further agree to indemnify and hold harmless releases from any claims alleging negligence which are brought by or on behalf of minor or are in any way connected with such participation by minor.

Parent or Guardian Signature: _____

Print Name: _____ Date: _____