

## WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT AND COVID-19 POLICY OF ELGIN ACADEMY

Elgin Academy understands that it is the parents' or guardians voluntary decision to permit their child to resume on-site classes and activities. The school will implement management and control measures in accordance with relevant state and federal regulations to mitigate the risk of the spread of novel coronavirus - SARS-CoV-2 (hereinafter referred to as "COVID-19"). **Elgin Academy cannot guarantee that students will not be exposed to or contract COVID-19. There's no such thing as zero risk**, but Elgin Academy will take all appropriate measures to mitigate the risk of the spread of COVID-19 and other communicable diseases on our school grounds. Parents are also responsible for taking measures to mitigate the risk that their child(ren) may present a risk to their own health or the health and safety of others when on school grounds or attending school events.

I, \_\_\_\_\_ (parent full name), hereby certify that my child  
\_\_\_\_\_ (child's full name), has permission to return to the Elgin  
Academy campus and participate in all learning activities as determined and permitted by the school.

1. I agree to monitor my child's health each day and keep my child home if he/she has a fever at or above 100.4 degrees, cough, sore throat, fatigue, and/or other physical symptoms as identified by federal, state, or local governments that require observation, health isolation, or medical treatment.
2. I agree to complete the self-certification app provided by Elgin Academy each time my child comes to campus. In the app, I will certify that my child is not exhibiting symptoms of COVID-19 or has otherwise been exposed to someone who has tested positive for COVID-19. If my child has symptoms or has been exposed, the child may not come to campus.
3. If my child is identified while on campus of having a fever of 100.4 or above, he or she will be isolated on campus, the parent/legal guardian will be contacted immediately, and the child must be picked up by a parent or legal guardian within one hour or as soon as reasonably possible after consultation with Elgin Academy. Additionally, if my child exhibits other symptoms of COVID-19, Elgin Academy has the right to require the child to leave school and be picked up.
4. If my child is sent home or kept home due to any suspected COVID-19 symptoms, the child may not return to campus until meeting one of the following criteria:
  - a. My child is examined by a healthcare provider and given a diagnosis other than COVID-19: my child may return when fever free for 24 hours without fever-reducing medication and other symptoms have improved.
  - b. My child is examined by a healthcare provider and is diagnosed with possible COVID-19 but has a negative COVID-19 test result: my child may return when fever free for 24 hours without fever-reducing medication and other symptoms have improved.
  - c. My child is examined by a healthcare provider and is diagnosed with possible COVID-19 and has a positive COVID-19 test result: my child may return after 10 days from start of symptoms and when fever free for 24 hours without fever-reducing medication and the

child's other symptoms have shown improvement.

- d. I understand that I must have a physician's release in order for my child to return to campus after any such illness. I must submit the release order to the school for review prior to my child's return.
5. I agree to accept the management and control measures taken by the school in accordance with relevant regulations to reduce the spread of COVID-19.
6. I understand that these are risk-management measures and that the school cannot guarantee safety for all students or prevent them from contracting any illness.
7. It is understood that parents may not enter the building(s) or enter school grounds, but must follow the drop-off and pick up procedure as outlined by the school.
8. I understand that as long as the school is permitted to remain open for classes and activities, my family's tuition obligation remains unconditional whether or not my child is able to attend due to my child's health.

***By voluntarily enrolling my child(ren) at Elgin Academy, I acknowledge and agree that I am fully assuming the risk of my child(ren) or myself possibly contracting COVID-19, including illness or death related to COVID- 19. Further, I acknowledge and agree that on my behalf and on behalf of my child(ren) I am voluntarily waiving, releasing and discharging any claim of liability against the School should my child(ren) or I contract COVID-19 as a result of attending Elgin Academy or participating in activities, and agree not to sue Elgin Academy on behalf of myself and my child for contracting or being exposed to COVID-19. Further, I expressly agree to indemnify, defend and hold the School and its officers, directors, employees, administrators, agents and assigns harmless should I and/or my child(ren) contract COVID-19 as a result of attendance at Elgin Academy. This Agreement is governed by the laws of the State of Illinois. I HEREBY KNOWINGLY AND VOLUNTARILY WAIVE ANY RIGHT TO A JURY TRIAL OF ANY DISPUTE ARISING IN CONNECTION WITH THIS AGREEMENT. I ACKNOWLEDGE THAT THIS WAIVER WAS EXPRESSLY NEGOTIATED AND IS A MATERIAL INDUCEMENT THE PERMISSION GRANTED BY ELGIN ACADEMY TO ATTEND CLASSES AND/OR PARTICIPATE IN ACTIVITIES AT ELGIN ACADEMY. This Waiver and Hold Harmless Agreement shall be binding on any assigns and representatives.***

***I further acknowledge and agree that should it be necessary to close Elgin Academy or suspend classes due to orders from the federal, state or local government, I will not receive a refund of tuition or fees paid for enrollment or activities.***

*In signing this Agreement, I acknowledge and represent that I have read the foregoing Waiver of Liability and Hold Harmless Agreement, understand it and sign it voluntarily as my own free act and deed, no oral representations, statements, or inducements, apart from the foregoing written agreement have been made; I am at least eighteen (18) years of age and fully competent; and I execute this Agreement for full, adequate and complete consideration fully intending to be bound by same.*

Parent Signature: \_\_\_\_\_

Date: \_\_\_\_ / \_\_\_\_ / \_\_\_\_