

TUSTIN UNIFIED SCHOOL DISTRICT
COVID-19 CERTIFICATION, WAIVER, AND RELEASE
FOR PARTICIPANTS IN NON-COMPULSORY DISTRICT ACTIVITIES

Activity (may list more than one): _____

Season or Date(s) of Activity: _____

Participant Name: _____

Participant is (check as applicable): a minor (under age 18) an adult (18 years or older)

Note: If Participant is a minor, this form must be completed and signed by the Participant’s parent or guardian.

Introduction and Purpose: The activity (or activities) described above (“Activity”) will occur at a time when there exists a public health emergency arising from the spread of the coronavirus that causes COVID-19 (“Coronavirus”), which has resulted in a global pandemic. Thus, there presently is a significant risk of community spread of the Coronavirus associated with the Activity. Participation in the Activity is not mandatory. Whether to participate in the Activity is a decision to be made by the student who desires to participate (“Participant”) and/or his or her parent or guardian (“Parent/Guardian”). However, the Tustin Unified School District (“District”) requires that each Participant (or, if the Participant is a minor, his or her Parent/Guardian) complete and sign this certification, waiver, and release (“Waiver”) as a condition to, and in consideration of the District allowing, participation in the Activity.

Coronavirus Exposure: By signing this Waiver, you hereby certify to the District that neither the Participant nor any of (i) your or the Participant’s parents/guardians, siblings, or family members or (ii) anyone else living in the Participant’s household (collectively, “Participant’s Family”), at any time within the 14 days immediately prior to you signing this Waiver, have: (i) had close contact with or provided care for any person diagnosed with or suspected to have COVID-19; or (ii) experienced any of the following symptoms: fever, cough, shortness of breath, difficulty breathing, chills, muscle pain, sore throat, new loss of taste or smell. If you cannot certify to all of the foregoing, do not sign this Waiver — instead notify the athletic director and school site administration, whom, to the extent possible, will authorize participation in the Activity at such time as you are able to represent and warrant that all of the foregoing are true. By signing this Waiver, you also hereby represent and warrant to the District that if, at any time prior to or during the Activity, any of the things described in the foregoing clauses (i) or (ii) occur, you will promptly notify the athletic director and school site administration and you will stay away (or, if you are the Parent/Guardian, will keep the Participant and all of Participant’s Family away) from the Activity.

Acknowledgement of Risk: By signing this Waiver, you hereby acknowledge that there are certain risks inherent in participation in the Activity generally, and that additional risks are associated with the Activity because it will occur during the COVID-19 pandemic. The specific risks may include, among other things, significant injury, permanent disability, or death, and social and/or economic losses. Such risks might result from, among other things, the actions, inactions, negligence, or willful misconduct of Participants or others, transportation to or from the Activity, the manner in which the Activity is conducted, the condition of the premises at which the Activity occurs, or the condition of any equipment used in connection with the Activity. Although the District has taken precautions to reduce the spread of the Coronavirus, the risk that a Participant will be infected with the Coronavirus or will spread the Coronavirus to others cannot be fully eliminated. By signing this Waiver, you hereby acknowledge and agree that, you have been fully informed of the risks and dangers associated with the Activity, and you nonetheless voluntarily consent to participation in the Activity by the Participant.

Assumption of Risk: By signing this Waiver, you hereby, knowingly and without reservation or limitation: (i) accept and assume all risks associated with the Activity, including, without limitation, any and all risks, costs, expenses, and other liabilities that may be associated with any infection, injury, disability, or death resulting from any exposure or suspected exposure to the Coronavirus in connection with the Activity; and (ii) accept and assume such risks on behalf of, and with the intent to bind, yourself, the Participant (if you are the Parent/Guardian of the Participant), all of the Participant’s Family, and the heirs, successors, assigns, executors, administrators, and legal representatives of you and all of them (collectively, the “Waiving Parties”).

Waiver and Release: By signing this Waiver, you hereby, on behalf of yourself and all other Waiving Parties, waive and release the District with respect to any and all claims, demands, actions, costs, damages, judgments, responsibilities, and other liabilities of whatever nature as may be associated with or arise from any and all injury, disability, and/or death resulting from participation in the Activity, including, without limitation, any and all liabilities that arise from any infection by, or exposure or suspected exposure to, the Coronavirus in connection with the Activity. In connection with such waiver and release, you also hereby waive the benefits and protections of Section 1542 of the California Civil Code, which provides that:

A general release does not extend to claims which the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

Compliance with COVID-19 Policies and Procedures: By signing this Waiver, you hereby:

- (i) Acknowledge that you have received, reviewed, and understand the information provided by the District regarding applicable requirements for social distancing, the use of face coverings, and/or other measures intended to prevent the spread of the Coronavirus (“Coronavirus Requirements”);
- (ii) Agree (if you are the Parent/Guardian) that, prior to the commencement of the Activity, you will fully explain the Coronavirus Requirements to the Participant;
- (iii) Agree that you (or, if you are the Parent/Guardian, that the Participant and all of the Participant’s Family) shall, in connection with the Activity, fully comply with all Coronavirus Requirements, and that you shall bear any and all risk of any deviation from the Coronavirus Requirements by you (or, if you are the Parent/Guardian, by you, the Participant, and/or other members of the Participant’s family); and
- (iv) Acknowledge that if you do not (or, if you are the Parent/Guardian, the Participant does not) fully comply with all Coronavirus Requirements, the District, upon discovering such lack of compliance, will not permit you (or, if you are the Parent/Guardian, will not permit the Participant) to participate (or further participate) in the Activity and will ask that you (or, if you are the Parent/Guardian, will ask that the Participant) leave the Activity.

Executed on _____, 2020, in _____, California

Signature: _____

Printed Name: _____

Person who signed above is (check as applicable): the Participant the Participant’s Parent/Guardian