



2020–21 Student Participation in Interscholastic Athletics Authorization and Release of Liability

This Agreement is between The St. Paul's Schools ("St. Paul's" or the "School") and the undersigned Parent(s)/Legal Guardian(s) (the "Parents") of _____, (the "Student"), a student at The St. Paul's Schools. The St. Paul's Schools is allowing students to return to participation in certain interscholastic sports, including sport practices, training, and interscholastic athletics competitions between St. Paul's and other local independent schools (the "Interscholastic Athletics") during the 2020–21 school year.

In consideration for the Student's participation in Interscholastic Athletics during the 2020–21 school year, Parents hereby agree to the terms and conditions below:

- 1. Voluntary Participation:** Parents understand that the Student's participation in Interscholastic Athletics is entirely voluntary and is not required for the Student's enrollment or continued enrollment at St. Paul's. Parents acknowledge that the Student is in good physical condition or believe the student to be in good physical condition and allow the Student to participate in Interscholastic Athletics at their own risk.
- 2. Adherence to Safety and Health Guidelines:** While it is not possible to eliminate all risk of furthering the spread of COVID-19, St. Paul's will take reasonable precautions and comply with guidelines from the federal, state, and local governments, the Maryland Department of Health ("MDH"), and the Centers for Disease Control ("CDC") to reduce the risks to students, coaches and support staff. Parents understand and acknowledge that the School has implemented reasonable safety and health guidelines that requires all students participating in Interscholastic Athletics to observe certain practices and precautions designed to mitigate the risk of spreading COVID-19. Parents willingly agree to comply with the stated recommendations put forth by MDH and CDC to limit the exposure and spread of COVID-19 and other communicable diseases. Parents acknowledge and agree that the Student will abide by the Return to Play Protocols, at all times while participating in Interscholastic Athletics. The School reserves the right to adjust and implement precautionary methods as necessary to decrease the risk of exposure for our staff, students, and spectators.
- 3. Recognition and Assumption of Risk:** Parents understand that the School will have adults supervising Interscholastic Athletics Interscholastic Athletics and events who will attempt to exercise reasonable diligence to ensure the safety and well-being of Student during their participation; however, Parents also understand that it is not possible for the School to supervise or control all aspects of the Interscholastic Athletics at all times. Parents understand that there are inherent risks of serious personal injury and loss, theft or damage of personal property involved in some Interscholastic Athletics, and Parents voluntarily assume and accept such risks arising from Student's participation in the Interscholastic Athletics. Despite the protocols and procedures in place to mitigate the transmission of COVID-19 on campus, Parents understand and acknowledge there are inherent risks that the Student may become infected with COVID-19 due to their attendance at



School and/or participation in the Interscholastic Athletics. These risks include, but are not limited to, the following: exposure to COVID-19, becoming infected with COVID-19, or becoming a symptomatic or asymptomatic carrier of the virus. It is possible that the Student is already an asymptomatic carrier of the virus and that the Student may infect other students, employees, or other individuals at School as a result of participation in Interscholastic Athletics. Parents understand that the Student's possible exposure to COVID-19 while participating in the Interscholastic Athletics may result in the Student spreading the infection to other family members or other persons. Parents recognize that any person who receives a positive diagnosis of COVID-19, including the Student or another family member, may encounter extended quarantine/self-isolation, additional tests, medical care, hospitalization, other potential complications, and the risk of death. Parents hereby acknowledge and assume the risks of the Student becoming infected with COVID-19 while participating in Interscholastic Athletics.

4. **Authorization for Emergency Medical Treatment:** Parents authorize the School and its representatives to administer first aid and/or take whatever action deemed reasonable and necessary to preserve the Student's health and safety, including but not limited to, transporting the Student or having the Student transported to a medical facility, obtaining emergency medical treatment, and authorizing treatment deemed necessary by medical personnel in case of an emergency. Parents agree to reimburse and indemnify the School and its agents for any costs and expenses incurred in securing such medical services for the Student. Parents represent that all medical problems which might affect Student's participation the Interscholastic Athletics have been fully disclosed in the Student's current Emergency and Medical Information Form and understand that it is the Parents' responsibility to update the Emergency and Medical Information Form as needed.
5. **Waiver & Release of Liability:** Parents understand and agree that participation in any sport creates the risk of accident or injury. While some injuries will be relatively minor (sprains, strains, dislocations, perhaps fractures), Parents and the Student should be aware that there is also a risk that the injury could be severe. As discussed above, participation in the Return to Athletics during the COVID-19 pandemic creates the risk that Parents and/or the Student could be exposed to COVID-19. Parents release the School, its Trustees, employees, agents, and students participating in Interscholastic Athletics, as well as other participating schools, their Trustees, employees, agents, and student-participants, (the "Released Parties"), from all claims, liability and damages that Parents or Student may have for personal injuries, illnesses, medical expenses, theft or damage of personal property, or other loss resulting from Student's participation in the Interscholastic Athletics. Parents agree that this release includes personal injury, illness, medical expenses, theft or damage of personal property, or other losses caused by or resulting from negligence, active or passive, of the Released Parties; however the release does not apply to liability for gross negligence, willful injury, or fraud, and is not intended to release any of the Released Parties' insurers, if any, or non-agent third parties of any responsibility for any claims that may otherwise be asserted.
6. **Miscellaneous:** The releases contained within this Authorization and Release from Liability are for the benefit of the Released Parties and are binding on the Parents, their heirs, beneficiaries, legal representatives, executors, administrators, and assigns. This Authorization and Release from Liability shall be governed by the laws of the State of Maryland. If any clause, sentence, paragraph or other provision of this Authorization and Release from Liability is, for whatever reason, deemed void, or otherwise unenforceable, then such language shall be severed, and the rest of the Authorization and Release from Liability shall remain in full force and effect.

THE ST. PAUL'S SCHOOLS

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By signing this Authorization and Release from Liability, Parents and Student acknowledge and represent that they have read the Authorization and Release from Liability, fully understand it and agree to its provisions, and sign it voluntarily as their own free act on behalf of themselves, and, if applicable, as the parent or legal guardian of the Student, on behalf of the Student. Each Parent should sign this Authorization and Release from Liability; however, it may be signed by a single parent or guardian who has the authority to enter such agreements on behalf of the Student and/or the consent of all other parents or guardians to do so. The submission of the Authorization and Release from Liability with the signature of a single Parent will constitute the representation of that Parent that they have the necessary authority and consent. No oral representations, statements, or inducements apart from the foregoing Authorization and Release from Liability that has been reduced to writing have been made and no modifications or alternations may be made to this form.

Signature of Parent/Legal Guardian 1: _____ Date: _____

Printed Name of Parent/Legal Guardian 1: _____

Signature of Parent/Legal Guardian 2: _____ Date: _____

Printed Name of Parent/Legal Guardian 2: _____