

COVID-19 LIABILITY WAIVER AND ASSUMPTION OF THE RISK

The novel coronavirus, COVID-19, is a highly infectious, life-threatening disease declared by the World Health Organization to be a global pandemic. There is no current vaccine or medication for COVID-19 or its related illnesses ("COVID-19"). COVID-19 is associated with a serious and potentially deadly condition called Multisystem Inflammatory Syndrome in Children (MIS-C). COVID-19's highly contagious nature means that exposure to others or contact with surfaces that have been exposed to the virus can lead to infection. Individuals who have COVID-19 may not show any symptoms, even if they are contagious. It is currently very difficult to control the spread of COVID-19 or to determine whether, where, or how a specific individual may have been exposed to the disease.

For more information on COVID-19, visit the websites of the Centers for Disease Control and Prevention (<https://www.cdc.gov/coronavirus/2019-ncov/index.html>) or the California Department of Public Health (<https://covid19.ca.gov/>).

Aware of the foregoing, I am voluntarily agreeing to have my child, _____ return to the campus of Westmark School (hereinafter "School").

I understand that the School has implemented safety rules and precautions in order to mitigate the spread of COVID-19. However, those measures do not completely protect against the spread of COVID-19. Moreover, it may not always be possible for students to follow social distancing and other precautions such as maintaining a six-foot distance from one another. I agree that I and my child must comply with such rules and precautions which may include, but are not limited to, mask wearing, hand washing, hand sanitizing, and social distancing. I understand that if I or my child fails to comply with these rules and precautions, my child could be subject to discipline up to and including dismissal from the School. I understand these rules and precautions may need to be adjusted throughout the course of the school year, as information about COVID-19 evolves. I acknowledge that even if my child and I follow all directions, instructions, and rules and exercise utmost personal care, there will remain a certain irreducible inherent risk to me and my child, and I accept that risk.

I agree that if my child is exhibiting symptoms of respiratory illness, a fever of 100.4°F or higher, or any other known symptoms of COVID-19, my child will not attend or return to School until my child has satisfied the School's policy to return to School after exhibiting symptoms of COVID-19. I agree that I will immediately inform the School if my child tests positive for COVID-19 or has been exposed to anyone who has tested positive for COVID-19 in the prior 14 days. By signing this agreement, I acknowledge the contagious nature of COVID-19, the fact that it can be difficult to identify, and the inherent risks of my child and I being exposed at the School to those who may be infected with COVID-19, including School employees, agents, contractors, volunteers, or other students. I voluntarily assume the risk that my child or I may be exposed to or infected by COVID-19 by entering the School's campus and that such exposure or infection may result in personal injury, serious illness, permanent disability, and/or even death. I further acknowledge that children who become infected with COVID-19 may later develop MIS-C and I assume this risk.

I understand and acknowledge that given the unknown and evolving nature of COVID-19, it is not possible to fully list each and every individual risk of contracting COVID-19. I understand that the risk of becoming exposed to or infected by COVID-19 at the School may result from the actions, omissions, or negligence of myself and others, including, but not limited to, School employees, agents, contractors, volunteers, and students.

I voluntarily assume full responsibility for myself and my child for any and all risks of illness, injury, disability or death associated with exposure to COVID-19, as well as from use of any protective equipment, including but not limited to face masks that the School may voluntarily provide.

To the fullest extent permitted by law, I completely absolve, release, and waive any potential claims I or my child may have against the School, its directors, officers, employees, agents, and volunteers ("Released Parties") including, but not limited to, claims for personal injury, disability, illness, damage or death from exposure to COVID-19, whether such exposure occurs during or after my attendance at the School's campus or School events. Also, I agree, on behalf of myself, my personal representatives and heirs, not to make any type of legal or equitable claim arising from my or my child's exposure to COVID-19, against the Released Parties, whether or not it arises through the negligence, omission, or default of Released Parties or a student. I further agree that if any such claim is made against the Released Parties, I will indemnify and defend the Released Parties with respect to any such claim. Such duty of defense shall arise immediately upon tender.

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

PARENT OR LEGAL GUARDIAN OF STUDENT:

DATE:

PARENT OR LEGAL GUARDIAN OF STUDENT:

DATE:
