

**COVID-19 ASSUMPTION OF RISK AND WAIVER/RELEASE OF LIABILITY**

Communicable diseases, including the novel coronavirus, COVID-19, are contagious diseases believed to spread mainly from person-to-person contact that have the potential to result in serious health effects, including death in some cases. The Sun Prairie Area School District (District) has worked to implement preventative measures to reduce the spread of COVID-19 during District-sponsored extracurricular athletic activities; however, the District cannot and does not guarantee that students participating in extracurricular athletic activities will not become infected with COVID-19 or come into contact with persons who are infected while participating in or attending any such activities, including, but not limited to, if such activities occur outside of Dane County.

Athlete's Name: \_\_\_\_\_

Extracurricular Athletic Activity: \_\_\_\_\_

**READ CAREFULLY BEFORE SIGNING**

By participating in a District-sponsored extracurricular athletic activity, I am acknowledging and agreeing to the following:

A. I hereby consent to my athlete participating in the above-referenced District-sponsored extracurricular athletic activity, which may include, but is not limited to, activities occurring outside of Dane County.

B. I understand the contagious nature of COVID-19 and voluntarily assume the risk that my athlete may be exposed to or infected by COVID-19 by participating in or attending an extracurricular athletic activity; and that such exposure or infection may result in personal injury, illness, temporary or permanent disability, loss of work time and wages, or death to my athlete and/or others. I understand that the risk of becoming exposed to or infected by COVID-19 during District-sponsored extracurricular athletic activities may result from my own actions, omissions, or from the negligent (i.e., not intentional) acts of others, including, but not limited to, District employees, volunteers, and program participants, and/or their families.

C. I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury or illness to my athlete, including those arising out of or related to COVID-19, in addition to any risks associated with the activity or event itself. I hereby release, covenant not to sue, discharge, and hold harmless the District, its employees, agents, and representatives, of and from any 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 the District, its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation in District-sponsored extracurricular athletic activities.

D. I represent that to the best of my present knowledge, my athlete has no medical or physical condition which could interfere with his/her safety while participating in a District-sponsored extracurricular athletic activity, and that I assume - and bear the costs of - all risks that may be created, directly or indirectly, by any such condition.

E. I understand that if my athlete is exposed or infected by COVID-19 during his/her participation in a District-sponsored extracurricular athletic activity, the District is not responsible for any damages or harm that my child may incur as a result.

F. I understand that if I do not accept the terms of this Waiver, my athlete may not participate in the District-sponsored extracurricular athletic activity. This is separate from and supplemental to any other waivers or permission forms I may have signed or received from any other source relative to this activity.

G. I agree that my athlete will abide by any and all requirements that are in place from the District, or from federal, state, or local authorities regarding measures to control COVID-19, including, but not limited to, social distancing requirements, face covering/mask requirements, hygiene, etc., during my athlete's participation in these activities. Failure to do so may result in my athlete's exclusion from the District-sponsored extracurricular activity.

H. I acknowledge that I am responsible for monitoring my athlete's current health conditions, and I will ensure that my athlete will not participate in the District-sponsored extracurricular athletic activity if my athlete is exhibiting COVID-19 related symptom or has been notified that he/she has had close contact with a person who has been diagnosed with COVID-19. If excluded, the District does not owe me a refund of any fees or dues paid for the activity.

**By signing this document, I agree that if my athlete contracts COVID-19 as a result of participation in this activity, or otherwise experiences personal injury, illness, temporary or permanent disability, loss of work time and wages, or death, then I will be found by a court of law to have waived my right and the rights of my minor athlete to maintain a lawsuit against the District as referenced herein. I further understand that I must read each of the above paragraphs carefully and understand their impact and effect. I acknowledge that if I wish to discuss, negotiate or bargain over any of the terms contained in this agreement, prior to signing it, I may contact Eric Nee, Director of Athletics and Activities, 608-834-6715, eanee@sunprairieschools.org.**

I have had sufficient time to read this entire document and should I choose to do so, consult with legal counsel prior to signing.

I have read and understood this document and I agree to be bound by its terms.

Guardian Signature: \_\_\_\_\_

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

Print Name: \_\_\_\_\_