



Parent/Guardian Agreement and Consent and Assumption of the Risk and Waiver of Liability Relating to COVID-19*

The novel Coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is contagious and is believed to spread mainly from person-to-person contact. As a result, federal state and local governments and federal and state health agencies recommend social distancing and have, in many locations, prohibited the congregation of people.

I am aware of the continuing existence of the nationwide COVID-19 pandemic and the highly contagious nature of the virus. I understand that my child's/the student's participation in the activities will sometimes, inadvertently, cause my student to be in close proximity to other students and staff, raising the risk of infection and possibly serious illness or death, from such participation. I understand that the staff will undertake precautionary measures, including implementation of preventative guidelines from the CDC, LHSAA and the Louisiana Department of Education in an attempt to reduce the spread of COVID 19; however, **there is no guarantee** that my student will not become infected with COVID-19. Furthermore, attending workouts and sports activities may increase my student's risk of contracting COVID-19.

On behalf of myself and my child, I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to my child or myself (including, but not limited to, personal injury, infection, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I or my child may experience or incur in connection with my child's participation in fall workouts and activities ("Claims").

On behalf of myself and my child, I hereby release, covenant not to sue, discharge, and hold harmless the APSB, its employees, agents, and representatives, free from any and all Claims, including all claims for injuries, disease, infection, 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 APSB, its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation in middle school sports and activities.

Severability. Should any provision of this Agreement be held invalid by any court of competent jurisdiction, such invalidity shall not affect any other provision of this Agreement that can be given effect without the invalid provision; and, to this end, the provisions are severable.

Read each statement and initial in the space provided:

_____ I have read and agree to all of the foregoing terms and conditions of this Agreement and Consent.

_____ I am signing this Agreement and Consent voluntarily and knowingly. I am not under any duress or threat. I have had the opportunity to review this Agreement and to seek the advice of an attorney prior to signing it. I am fully aware that I am waiving rights to file a lawsuit or claim against the APSB and its employees.

_____ I acknowledge the contagious nature of COVID-19. I voluntarily assume the risk that my child/student and I may be exposed or infected by COVID-19 by attending and participating in any sports activities.

_____ I voluntarily agree to assume all of the foregoing described risks. I accept full responsibility for any injury to my child/student or myself.

_____ I understand that the CDC's definition of a "vulnerable individual" are those with serious underlying health conditions, including high blood pressure, chronic lung disease, diabetes, obesity, asthma, and those whose immune systems are compromised such as by chemotherapy for cancer and other conditions requiring such therapy. I further understand that it is highly recommended that if my student identifies as a "vulnerable individual" that I should seek the advice and clearance of a physician prior to allowing my student to participate in middle school athletic workouts and activities.

_____ I understand that any participation in athletic practice and sporting events is **not** mandatory and that participation is my choice. I understand that I assume all liability and risk from my decision to participate.

_____ I have read and understand the guidelines set forth in the Middle School Sports Guidelines.

_____ I understand that I have the continuing obligation to communicate any exposure to COVID-19 by my child to my child's/student's coach.

_____ I understand that my child/student must complete the health screener each day before attending practice or sporting events. If my child/ student exhibits any of the symptoms of COVID-19 and/or answers "YES" to any of the questions on the student health screener, my student will not participate in workouts and shall remain home.

_____ I agree to indemnify, defend, and hold harmless the APSB and its employees against any and all claims and liability arising out of this Agreement or my child's participation in any athletic activities, including claims arising by my child's participation in the program.

_____ I understand the highly contagious nature of COVID-19 and the inherent risks involved. I consent to my student's participation in athletic activities and assume the risk of the student's potential exposure to and infection from COVID-19 as a result thereof.

Parent/Guardian Signature

Date

Print Name: _____

I have read this form, understand its contents, and consent to my participation under the conditions stated.

Student Signature

Date

Print Name: _____

***If you have more than one student, a separate waiver must be completed for each student.**