



# WESTERN PLACER UNIFIED SCHOOL DISTRICT

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## RELEASE OF LIABILITY AND EXPRESS ASSUMPTION OF RISK AGREEMENT FOR SCHOOL ATHLETIC/ENRICHMENT ACTIVITIES AND AGREEMENT TO ABIDE BY COVID-19 PROTOCOLS

Activity: \_\_\_\_\_ School Year: 20 / 20

School Site: \_\_\_\_\_ Name of Student: \_\_\_\_\_

I/We, the undersigned, understand and acknowledge that my son/daughter the above-named student, has voluntarily chosen to participate in the above-named school district-related activity at his/her own risk. I/We know and fully understand that said school-related activity may involve numerous risks, dangers, and hazards, both known and unknown, where serious accidents can occur, and where participants can sustain physical injuries, damage to their property, or even die. Regardless of whether the school related activity involves physical contact or not, any activity may have inherent risks of injury which are inseparable from the activity. I/We acknowledge and willingly assume all risks and hazards known and unknown, of potential injury, paralysis, and death in the school related activity.

I/We, the undersigned, understand and acknowledge that school-related activity contains potential risks of harm or injury. Injuries might arise from the student's actions or inactions, the actions or inactions of another student or participant, or the actual or alleged failure by the district employees, agents, or volunteers to adequately coach, train, instruct, or supervise. Injuries might also arise from undiagnosed, improperly diagnosed, untreated, improperly treated, or untimely treated actual or potential injuries, whether or not caused by the student's participation. All such risks are deemed to be inherent to the student's participation in school related activities.

In consideration for School District, allowing the above-named student who is under 18 years of age, to participate in the school-related activity specified above, I/We have read and voluntarily agree to release, my son/daughter, waive, discharge, indemnity and hold harmless the School District and its trustees, officers, employees, and agents from any and all claims of liability arising out of their negligence, or any other act or omission which causes the above-named student illness, injury, death or damages of any nature in any way connected with the student's participation in the school-related activity. I/We also expressly agree to release and discharge School District, its trustees, officers, employees, and agents from any act or omission of negligence in rendering or failing to render any type of emergency or medical services.

School District is complying with guidance and taking reasonable steps to mitigate the risk of spreading COVID-19. However, this risk cannot be completely eliminated and School District, cannot guarantee that you and/or, if applicable, your student/child will not become infected with COVID-19.

By signing this agreement, I understand and acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that I and, if applicable, my student/child, may be exposed to or infected by COVID-19 by participating in the school district's activity, and that such exposure or infection may result in personal injury, illness, permanent disability, or death. I understand that the risk of becoming exposed to or infected by COVID-19 as a participant in such activity and/or transportation may result from the actions, omissions, or negligence of myself and others, including, but not limited to, other participants or School District, officials, employees, volunteers, and/or representatives. I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any harm, loss, or injury to myself and/or, if applicable, my student/child (including, but not limited to, personal injury, disability, or death), illness, damage, loss, claim, liability, or expense of any kind, that I, or, if applicable, my student/child, may experience or incur in connection with the above Activity.

In consideration for the School District allowing me and/or, if applicable, my student/child to participate in the School District's activity and/or transportation service, I, on behalf of myself, and/or, if applicable, my student/child, hereby release, covenant not to sue, discharge, and hold harmless the School District, and any officials, employees, volunteers, and/or representatives thereof ("Releasees"), of and from the 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 or other conduct of School District, its officials, employees, volunteers, agents and/or representatives, whether a COVID-19 infection occurs before, during, or after use of the district's transportation services.

I agree that I, and/or, if applicable, my student/child, will not enter School District grounds, facilities, buses or any other vehicles if I am, and/or he/she/they is/are, feeling ill, which includes, but is not limited to, the following symptoms: fever, cough, difficulty breathing, shortness of breath, chest pain, and/or bluish lips or face. I understand and acknowledge that I, or, if applicable, my student/child, may be denied entrance or admittance if the School District determines that I am, or he/she/they is/are, showing any such symptoms. I warrant and represent that I am not aware of any medical condition of myself and/or, if applicable, my student/child which would render it inappropriate for me and/or him/her/they to participate in the district's activity and/or transportation services. I agree to abide by all COVID-19 guidelines and other COVID-19-related policies and procedures, which may change over time as circumstances change over time. This may include hand washing requirements and temperature checks for myself and, if applicable, my student/child. I agree to practice good hygiene etiquette such as sneezing into my elbow, utilizing tissues, and avoid touching my eyes, nose, and mouth. I understand and acknowledge that my failure to abide by this agreement may result in me, being removed from the activity and/or transportation.

If a student or chaperone does become ill while on the trip, it is possible that the entire group will be identified as a close contact. Students who are close contacts and their families will be notified of their close contact status, and will be sent the same guidance/recommendations that take place for an in school close contact situation. If a student becomes ill with COVID like symptoms, the parent/guardian of the ill student would be contacted and the parent/guardian will travel to the field trip location to pick up the student. The student will be quarantined until the parent/guardian arrives. Students and chaperones are expected to follow the masking protocols of the field trip venue.

**By signing below, I/we acknowledge that I/we: (1) have read this document and understand that I/we give up substantial actual or potential rights in order to allow the above-named student to participate in the school-related activity and any associated field trip or excursion; (2) have voluntarily signed as evidence of acceptance of this Agreement without any inducement or assurance of any nature, with full appreciation of all risks inherent in the school-related activity; (3) have no question regarding the scope or intent of this Agreement and I (parent/guardian/non-minor student) have the right and authority to enter into this Agreement and to bind myself, the student, and any other family member, personal representative, assign, heir, trustee, or guardian to the terms of this Agreement. This is a release of all claims.**

**Signature of Agreement:**

_____	_____	_____
(Printed Name of <u>Participant/Student</u> )	(Signature)	Date
_____	_____	_____
(Printed Name of <u>Parent/Guardian</u> )	(Signature)	Date

**Emergency Contact Information:**

**Contact #1**

_____	_____	_____
Printed Name of Emergency Contact	Relationship to Student	Best Contact Number

**Contact #2**

_____	_____	_____
Printed Name of Emergency Contact	Relationship to Student	Best Contact Number