

## NORTH CLACKAMAS SCHOOL DISTRICT

### 2023 WAIVER OF LIABILITY AND HOLD HARMLESS FOR COVID-19

The novel coronavirus ("COVID-19"), has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely 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 have provided orders, regulations, and guidance regarding COVID-19.

**COVID-19 Liability.** Contractor understands the hazards of COVID-19 and is familiar with the Centers for Disease Control Prevention ("CDC") guidelines; and federal, state, and local orders regarding COVID-19. Contractor acknowledges that it understands the circumstances regarding COVID-19 and will take all necessary precautions as provided by the CDC and federal, state, and local governments. Contractor shall indemnify, defend, and hold harmless NCS D from and against any and all claims, demands, lawsuits, judgments, losses, or expenses of any nature arising out of Contractor's failure to follow the CDC, federal, state, or local orders or guidance regarding COVID-19 and that leads to, directly or indirectly, the infection of COVID-19 or any other illness or injury related to COVID-19.

**Vaccines.** Contractor attests that it understands that as of October 18, 2021, all of contractor's employees and agents, who are 16 or older and who are "engaged to provide goods or services to or at a school through any formal or informal agreement, whether compensated or uncompensated..." and "providing goods or services at or for a school that includes direct or indirect contact with students" are required to be vaccinated pursuant to OAR 333-019-1030. Contractor attests that any of its employees or agents who are assigned to provide services under the terms of this Agreement has provided Contractor with either proof of vaccination showing they are fully vaccinated, or documentation of a medical or religious exception. "Proof of vaccination" means documentation provided by a tribal, federal, state or local government, or a health care provider, that includes an individual's name, date of birth, type of COVID-19 vaccination given, date or dates given, depending on whether it is one dose or two-dose vaccine, and the name/location of the health care provider or site where the vaccine was administered. Documentation may include but is not limited to a COVID-19 vaccination record card or a copy or digital picture of the vaccination record card, or a print-out form from the Oregon Health Authority's immunization registry. "Documentation of a medical or religious exception" means that Contractor is in receipt of a written request for a medical or religious exception, made on a form prescribed by the Oregon Health Authority, and in compliance with the requirements set forth in OAR 333-019-1030. All vaccination and exception documentation must be maintained by Contractor as per OAR 333-019-1030(14).

**Health and Safety Protocols.** Contractor understands that NCS D is permitted to require more stringent health and safety protocols than is required under the law. As such, the school retains the ability to deny access to its facilities to any contractor who does not comply with the school's health and safety protocols.

**Positive Cases.** Any positive result of COVID-19 testing for any agent working at an NCS D site or with NCS D students will be immediately reported by Contractor to the NCS D point of contact.

**Force Majeure.** Neither NCSD nor Contractor shall be responsible for delay, default, or termination of contract caused by any contingency beyond their control, including, but not limited to war or insurrection (whether declared or not); plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including, but not limited to quarantine or other restrictions as directed by state or federal government; compliance with any law or governmental order, rule, regulation or direction; strikes or lockouts by the Parties' own employees; walkouts by the Parties' own employees; fires; natural calamities; riots; or requirements of governmental agencies.

**COVID-19 Termination.** NCSD may terminate this Agreement immediately and without notice if it is found that Contractor has failed to follow this Amendment, or any regulations, orders, or guidance as provided by the CDC and federal, state, and local governments.

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NCSD

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

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

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

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

Title: \_\_\_\_\_

Title: \_\_\_\_\_

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

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