

North Tahoe School
Acknowledgement of Assumption of Risk & District Immunities
Student Participation in Athletics

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, state, and local health agencies recommend physical distancing and have, in many locations, prohibited the congregation of groups of people. Per guidance from the California Department of Health (“CDPH”), participation in [NAME OF SPORT] is currently permissible with proper social distancing practices in place.

[INCLUDE THE FOLLOWING FOR SPORTS PARTICIPATING IN THE NIAA: Current CDPH guidelines provide that schools should not participate in any games or tournaments outside the State. However, we believe the guidelines did not consider the District’s unique situation in participating in the NIAA. As such, the District is moving forward with participation, but still abiding by CDPH guidelines on all other recommendations.]

Voluntary Participation

Participation in the Tahoe Truckee Unified School District’s (“District”) interscholastic athletics is strictly voluntary. No student will be penalized in any way for failure to participate in a practice, scrimmage, or competition. If any student athlete feels pressured or concerned about not participating, please contact the school’s athletic director or school administration.

District’s Social Distancing Practices

By participating in the District’s athletics program, the parent and student athlete acknowledge that they will be abiding by the following precautionary measures:

- Stay home if sick with any symptoms and contact coach;
- Maintain a minimum distance of six (6) feet from others;
- Wear a face covering at all times unless participating in activities that require heavy exertion or threaten student safety;
- Participate in the District’s screening procedures (e.g. wellness and temperature checks);
- Communicate in a timely manner to the coach, school nurse and administration in the event you or your child has, or is exposed to a positive case of COVID-19.

Social distancing practices as mandated by the CDPH and the local health department are in constant flux. The above-described practices may change at any time without notice, parent and student athlete agree to follow any practices mandated in the future.

Transportation

Participation in the District’s athletics program may include transportation, which the District may offer in certain instances to and from athletic competitions and/or practices. Some trips will last as long as two hours one-way. The District will be implementing social distancing practices during the provision of such transportation, such as reducing capacity on buses and arranging seating plans that allow for physical distancing. Students are expected to abide by the social distancing practices described above, and any additional instructions provided by coaches and staff during transport. To the greatest extent possible, we expect most students and/or families to provide their own private transportation to events.

Termination of the District’s Athletics Program

The District will make every effort to allow students to participate in the District’s athletics program. However, the District may have no choice but to terminate participation for reasons including exposure, the rate and speed of transmission, and orders by CDPH and the local health department. The District also reserves the right to prevent a student from participating in the athletics program for failure to abide by social-distancing protocols or if a student and/or family member exhibits COVID-related symptoms.

Assumption of Risk

The District will be implementing the above-described preventative measures, along with other practices and measures in accordance with state and local guidelines to reduce the potential spread of COVID-19. However, not much is known about the virus and its transmission, and this risk cannot be completely eliminated. The District cannot guarantee that you and/or your student will not become infected with COVID-19 as a result of participation in the District's athletics program. Consequently, for the safety of our staff and students, the District requires all persons participating in District athletics during this pandemic acknowledge an assumption of the risk as follows:

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, may be exposed to or infected by COVID-19 as a result of participating in the District's athletics program, inclusive of outdoor and indoor high-contact, moderate-contact, and low-contacts sports, and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 by participating in the District's athletics program may result from the actions, omissions, or negligence of myself and others, including, but not limited to, other athletes, District trustees, officers, officials, employees, volunteers, agents, and/or representatives, and representatives from third parties. 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 (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense of any kind, that I, or, if applicable, my student may experience or incur in connection with participating in the District's athletics program.

Acknowledgment of District Immunities

By signing this agreement, I understand that whether to enact interscholastic athletics during a global pandemic is within the District's discretion and the precautionary measures described above are per the guidelines of the CDPH and being taken into consideration by the District to reduce the risk of COVID-19 transmission while participating in interscholastic athletics. In addition to the acknowledgment above, I understand and acknowledge that that the District is immune from liability for the personal injury, illness, permanent disability, and death personal injury, illness, permanent disability, and death, where they result from my students' participation in the District's athletics program pursuant to Government Code §§ 820.2 (discretionary acts), 855.4 (preventing disease) and 855.6 (failure to examine).

I HAVE READ THIS ACKNOWLEDGEMENT OF ASSUMPTION OF RISK AND DISTRICT IMMUNITIES, FULLY UNDERSTAND ITS TERMS AND SIGN IF FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

DATE: _____

Signature of Student/Participant Acknowledging Risk

FOR PARTICIPANTS OF MINORITY AGE (UNDER AGE 18 AT THE TIME OF REGISTRATION)

This is to certify that I, as parent/guardian, with legal responsibility for this participant, have read and explained the provisions in this waiver/release to my child/ward including the risks of presence and participation and his/her personal responsibilities for adhering to the rules and regulations for protection against communicable diseases. Furthermore, my child/ward understands and accepts these risks and responsibilities.

DATE: _____

Signature of Parent or Legal Guardian