

## **RELEASE OF LIABILITY, ASSUMPTION OF RISK, AND AGREEMENT TO ABIDE BY COVID-19 PROTOCOLS**

### **Recitals**

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization, resulting in a State of Emergency in California. 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 recommend social distancing and have, in many locations, prohibited the congregation of groups of people.

Tamalpais Union High School District ("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 the District cannot guarantee that you and/or, if applicable, your student(s)/child(ren) will not become infected with COVID-19. Further, due to the ongoing COVID-19 crisis, there are certain risks inherent in visiting public spaces, such as District's facilities and grounds, and/or engaging in activities, gatherings, or events with or within proximity of others could increase your and/or, if applicable, your student(s)/child(ren)'s risk of contracting COVID-19. Consequently, for the safety of our staff, students, parents, and other visitors, the District requires all persons participating in activities and events on, or otherwise using District facilities and grounds during this pandemic to acknowledge an assumption of the risk, waive (i.e. release) liability, and agree to abide by our COVID-19 protocols, as follows:

### **Agreement**

1. I request to participate in events or activities on District facilities and grounds or otherwise access and use District facilities and grounds. If applicable, I am the parent and/or legal guardian of the below-named student(s)/child(ren), and I request that he/she/they be allowed to participate in events or activities on District facilities and grounds or otherwise access and use District facilities and grounds, and I give my permission for he/she/they to do so.
2. Assumption of Risk. 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(s)/child(ren), may be exposed to or infected by COVID-19 by participating in events or activities on District facilities and grounds or otherwise accessing and using District facilities and grounds, 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 events or activities on District facilities and grounds or otherwise accessing and using District facilities and grounds may result from the actions, omissions, or negligence of myself and others, including, but not limited to, other participants or 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(s)/child(ren) (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(s)/child(ren), may experience or incur in connection with the events or activities on District facilities and grounds or in connection with accessing and using District facilities and grounds ("Claims").
3. Waiver of Liability. In consideration for the District allowing me and/or, if applicable, my student(s)/child(ren) to access District facilities and grounds, I, on behalf of myself, and/or, if applicable, my student(s)/child(ren), hereby release, covenant not to sue, discharge, and hold harmless the 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 of the District, its officials, employees, volunteers, and/or representatives, whether a COVID-19 infection occurs before, during, or after participation in the events or activities on District facilities and grounds or access to and use of District facilities and grounds.

4. Agreement to Abide by COVID-19 Protocols. I agree that I, and/or, if applicable, my student(s)/child(ren), will not enter District grounds or facilities 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(s)/child(ren), may be denied entrance or admittance if the District or Facility User Group renting the District facility or ground 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(s)/child(ren) which would render it inappropriate for me and/or him/her/they to participate in the events or activities on District facilities and grounds or otherwise access and use District facilities and grounds. I agree to abide by all COVID-19 orders and guidelines (including, without limitation, those issued by the Centers for Disease Control and Prevention ("CDC"), Governor, and/or State or County Public Health Officer), and other COVID-19-related policies and procedures, which may change over time as circumstances change over time. This may include social distancing, face covering, and hand sanitization requirements for myself and, if applicable, my student(s)/child(ren), among other requirements. I agree to practice good hygiene etiquette such as sneezing into my elbow, utilizing tissues, washing my hands frequently, and avoid touching my eyes, nose, and mouth, and, if applicable, to instruct my student(s)/child(ren) to do the same. I understand and acknowledge that my failure to abide by and/or my failure to ensure that any student/child of mine abides by this agreement may result in me and/or, if applicable, my student(s)/child(ren), being removed from District facilities or grounds.

**I HAVE READ THIS RELEASE OF LIABILITY, ASSUMPTION OF RISK, AND AGREEMENT TO ABIDE BY COVID-19 PROTOCOLS, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IF FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.**

Name of participant: \_\_\_\_\_

Participant signature: \_\_\_\_\_

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

**FOR PARTICIPANTS OF MINORITY AGE (UNDER AGE 18 AT THE TIME OF ACCESS OR USE TO DISTRICT FACILITIES OR GROUNDS)**

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. I for myself, my spouse, and child/ward do consent and agree to his/her release provided above for all the Releasees and myself, my spouse, and child/ward do release and agree to indemnify and hold harmless the Releasees for any and all liabilities incident to my minor child's/ward's presence or

participation in these activities as provided above, EVEN IF ARISING FROM THEIR NEGLIGENCE, to the fullest extent provided by law.

Name of participant: \_\_\_\_\_

Name of parent/guardian: \_\_\_\_\_

Parent guardian/signature: \_\_\_\_\_

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