

Assumption of the Risk and Waiver of Liability Relating to Coronavirus/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 recommend social distancing and have, in many locations, prohibited the congregation of groups of people.

The **Kimberly Youth Association** in accordance with the **Kimberly School District** has put in place protective measures to reduce the spread of COVID-19; however, the **Kimberly School District and The Kimberly Youth Association** cannot guarantee that you or your child(ren) will not become infected with COVID-19. Further, attending activities on the campuses of the District could increase your risk and your child(ren)'s risk of contracting COVID-19.

By signing this agreement, I acknowledge the contagious nature of COVID-19 and on behalf of myself, my child(ren), my and spouse/co-parent of child(ren) voluntarily assume the risk that my child(ren) and I, and any member of my family, may be exposed to or infected by COVID-19 by attending activities on KSD campuses 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 while on KSD campuses may result from the actions, omissions, or negligence of myself and others, including, but not limited to, KSD employees, agents and representatives, volunteers, program participants and their families and/or any other individual who may be present upon school property or in attendance at any school activity.

I voluntarily agree to assume, on behalf of myself, my child(ren), and my spouse/co-parent of child(ren) all risks and accept sole responsibility for any injury to my child(ren), myself and any member of my family, (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I, my child(ren) and/or members of my family may experience or incur in connection with my child(ren)'s attendance in activities or participation in KSD programming ("Claims"). On my behalf, and on behalf of my children and/or members of my family, I will advance no claim and I hereby release, covenant not to sue, discharge, defend, indemnify and hold harmless the KSD, its employees, agents, and representatives, 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 KSD, its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation in any KSD activity.

Additionally, it should be noted that the laws of the state of Idaho provide for numerous immunities for schools should something occur to a student or to the family of a student as a result of activities on school property. In addition to this Agreement, these immunities remain intact.

I agree that my child will act in conformance with all safety and sanitation requirements, as well as all social distancing and mask requests. I understand that if my child fails to follow these regulations the ability of my child to participate may be suspended, revoked, or otherwise negatively impacted.

To prevent the spread of COVID-19 your participation is important to help us take precautionary measures to protect you, your Child(ren) and everyone on campus. If you child has been in close contact or been diagnosed with COVID-19, please honor quarantine standards, and not have your child present at or participating in school activities. If you child has been diagnosed with COVID-19 the District requests that you provide a medical release for your child to return to participation. Likewise, if your child is ill, please do not expose the school's students and personnel to your child's illness.

The coaches and activity personnel will have access to thermometers and if a student is not feeling well and has a fever they will be separated and asked to go home until they are fever free for a period of 48 hours.

NOTE: Activities may be suspended consistent with CDC guidelines, if community spread of COVID-19 is identified in the region.

Print Name of Participant(s) _____

Signature of Parent/Guardian _____ Date _____