

**WAIVER OF LIABILITY, RELEASE OF CLAIMS AND
ASSUMPTION OF RISK AGREEMENT
FOR EXTRACURRICULAR ACTIVITIES**

COVID-19 is a highly contagious disease that is spread through person-to-person contact was declared a worldwide pandemic by the World Health Organization and a national emergency by U.S. President Donald Trump. Given the widespread outbreak and the possibility of COVID-19 being contracted, social and physical distancing is strongly recommended by all authorities.

As a result, the Fairfield Union Local School District Board of Education (the “Board”) has put in place preventative measures to reduce the spread of COVID-19. Even with these measures, there are substantial risks that students or others participating in recreation, organized athletic activities, training and conditioning, and other extracurricular activities (“Participants” in “Extracurricular Activities”) or other activities at Board athletic fields, facilities, stadiums, weight rooms, gymnasiums, or other areas (“Facilities”) and/or using Board equipment (“Equipment”) could become ill with COVID-19 and could infect other family members.

In exchange for the Board permitting the Participant to engage in Extracurricular Activities and use of the Board’s Facilities and Equipment, the Participant (Student) and his/her parent/guardian agree to each of the following:

1. Use of the Board’s Facilities and Equipment for athletic training and sports and participation in Extracurricular Activities **is voluntary**.
2. While at Board Facilities and using Board Equipment and participating in Extracurricular Activities, all safety and physical/social distancing protocols as described in the Board’s Health and Safety Procedures (see attachment) **must be followed**.
3. The Participant will **not participate** in any Extracurricular Activities or use the Facilities or Equipment if he/she:
 - a. has a temperature is above 100 degrees Fahrenheit,
 - b. is exhibiting any other symptom of any illness or COVID-19, or
 - c. has been exposed to any person who has tested positive or is presumed positive for COVID-19 in the past fourteen (14) days.
4. COVID-19 is highly contagious, and the Participant and parent/guardian understand it is the sole responsibility of the Participant and his/her parent/guardian to evaluate carefully all risks inherent in using the Board’s Facilities and Equipment and participating in Extracurricular Activities. The Participant and his/her parent/guardian voluntarily assume full responsibility for all risks involved, including, but not limited to, actions, omissions, or other failures of persons, that the Participant may be exposed to or infected by COVID-19 or other illness or injuries, and that these risks may result in illness, permanent disability, death, or other damages or expenses to the Participant or others.

5. The risks of becoming exposed to or infected by COVID-19 at Board Facilities or by participating in Extracurricular Activities and other risks may result from the actions, omissions, or other failures of the Participant or others outside the Board's control, including, but not limited to, students, volunteers, and guests.
6. The Participant and parent guardian assume all of the foregoing risks and accept sole responsibility for any injuries to the Participant including, but not limited to, personal injury, disability, death, illness, damage, loss, claim, liability, or expense, of any kind, that the Participant or their parent/guardian may experience or incur in connection with Participant's participation in Extracurricular Activities and/or use of Board Facilities or Equipment ("Claims").
7. The Participant and parent/guardian release and agree to hold harmless and indemnify the Board, its members, employees, and agents, from any and all liability, arising from negligence or otherwise, and any damages as a result of the Participant's participation in Extracurricular Activities and use of the Board's Facilities or Equipment, including but not limited to property damage and any mental or physical bodily injury, including death.
8. This release includes any Claims based on the actions, omissions, or negligence of the Board, its members, employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation in Extracurricular Activities and use of the Board's Facilities or Equipment.
9. The foregoing WAIVER OF LIABILITY, RELEASE OF CLAIMS, AND ASSUMPTION OF RISK AGREEMENT is intended to be as broad and inclusive as is permitted by the laws of the State of Ohio and that if any portion thereof is held invalid, it is agreed that the remaining provisions of this Agreement shall, notwithstanding, continue in full legal force and effect.

I/we, the undersigned, have read the above carefully, understand its significance, and voluntarily agree to all of its terms. If the Participant/Student is under 18 years of age, this Agreement **must** be signed by the Student's parent or guardian. For divorced/separated parents, the parent/guardian signing below attests that he/she has legal authority to provide consent for the Student to participate in Extracurricular Board activities and use its Facilities and Equipment and to execute this Agreement and waiver of rights.

Printed Name of Participant/ Student

Signature of Participant/Student Date

If student is under age 18, a parent or guardian must sign below, indicating agreement.
Participation will not be permitted until all required signatures are completed.

Printed Name of Parent/Guardian

Signature of Parent/Guardian Date