

Assumption of the Risk, Release of Liability, Waiver of Claim and Indemnification Agreement Relating to COVID-19

NOTICE: By signing this document you may be waiving certain legal rights for you and a minor child, including the right to sue. If you are uncertain of your rights or obligations under this agreement, you may wish to consult an attorney.

In consideration of _____ (**insert Student/Athlete's name**) being allowed to participate in Classical Preparatory's sports, or other programs ("Programs") or being on the premises at Classical Preparatory, or any other location under the control of Releasees (individually and collectively, the "Facility"), the below signed individual (the "Student/ Athlete"), and the Student/Athlete's parent(s), or legal guardian(s) if the Student/ Athlete is a minor, do hereby agree, to the fullest extent permitted by law, as follows:

1) **UNDERSTANDING OF RISK.** I understand that novel coronavirus, COVID-19 (COVID-19), has been declared a worldwide pandemic by the World Health Organization and that COVID-19 is extremely contagious and is believed to primarily spread 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. I understand the hazards of COVID-19 and I acknowledge and understand that the circumstances regarding COVID-19 are changing from day to day and I accept full responsibility for familiarizing myself with the most recent updates. I understand that by participating in the Programs and/or being on the premises of the Facility the Student/Athlete may be exposed to and/or infected by COVID-19 or other medical conditions, diseases, or maladies, and/or any mutation or variation thereof and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of the Student/Athlete being exposed to or infected by COVID-19 or other medical conditions, diseases, or maladies, and/or any mutation or variation thereof at the Facility may result from the actions, omissions, or negligence of myself, the Student/Athlete, or others, including the Releasees and other participants. Although Classical Preparatory and Releasees have put in place measures to reduce the spread of COVID-19; Classical Preparatory and Releasees do not guarantee that the Student/ Athlete will not become infected with COVID-19. Further, I acknowledge that attending activities where close contact is inevitable will increase the Student/ Athlete's risk of contracting COVID-19.

2) **ACCEPTANCE OF RISK.** Notwithstanding the risks associated with COVID-19 or other medical conditions, diseases, or maladies, and/or any mutation or variation thereof, which I readily acknowledge, I hereby willingly choose to allow the Student/ Athlete to participate in the activities. I acknowledge and fully assume the risk of illness or death related to COVID-19 or other medical conditions, diseases, or maladies, and/or any mutation or variation thereof arising from the Student/Athlete being at the Facility and participating in the Programs and hereby RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE (on behalf of myself and any minor children for whom I have the capacity to contract) Classical Preparatory and each of its employees, agents, board members, insurers, attorneys and representatives (collectively, the "Releasees") from any liability including, but not limited to, personal injury, disability, and death, illness, damage, loss, claim, liability, or expense, of any kind (collectively, "Claims") related to COVID-19 or other medical conditions, diseases, or maladies, and/or any mutation or variation thereof which might occur as a result of the Student/Athlete being at the Facility or participation in the Programs. I UNDERSTAND AND AGREE THAT THIS RELEASE INCLUDES ANY CLAIMS BASED ON THE ACTIONS, OMISSIONS, OR NEGLIGENCE OF THE RELEASEES OR ANY OTHERS.

3) **INDEMNIFICATION.** I shall indemnify, defend, and hold harmless, the Releasees from and against any and all Claims, demands, suits, judgments, losses or expenses of any nature whatsoever (including, without limitation, attorney's fees, costs and disbursements) arising out of, or relating to, directly or indirectly,

the infection of COVID-19 or other medical conditions, diseases, or maladies, and/or any mutation or variation thereof.

NOTICE TO THE MINOR CHILD'S NATURAL GUARDIAN

READ THIS FORM COMPLETELY AND CAREFULLY. YOU ARE AGREEING TO LET YOUR MINOR CHILD (I.E. STUDENT/ATHLETE) ENGAGE IN A POTENTIALLY DANGEROUS ACTIVITY. YOU ARE AGREEING THAT, EVEN IF RELEASEES USE REASONABLE CARE IN PROVIDING THIS ACTIVITY, THERE IS A CHANCE THAT THE STUDENT/ATHLETE MAY BE SERIOUSLY INJURED OR KILLED BY PARTICIPATING IN THIS ACTIVITY BECAUSE THERE ARE CERTAIN DANGERS INHERENT IN THE ACTIVITY WHICH CANNOT BE AVOIDED OR ELIMINATED. BY SIGNING THIS FORM, YOU ARE GIVING UP YOUR CHILD'S RIGHT AND YOUR RIGHT TO RECOVER FROM RELEASEES IN A LAWSUIT FOR ANY PERSONAL INJURY, INCLUDING DEATH, TO YOUR CHILD OR ANY PROPERTY DAMAGE THAT RESULTS FROM THE RISKS THAT ARE A NATURAL PART OF THE ACTIVITY. YOU HAVE THE RIGHT TO REFUSE TO SIGN THIS FORM, AND RELEASEES HAVE THE RIGHT TO REFUSE TO LET YOUR CHILD PARTICIPATE IF YOU DO NOT SIGN THIS FORM.

I HAVE READ AND UNDERSTAND THIS AGREEMENT AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I MAY BE WAIVING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.

By signing this form, you are acknowledging the contagious nature of COVID-19 and voluntarily assume the risk that your Student/ Athlete may be exposed to or infected by COVID-19 by attending school athletic activities and that such exposure or infection may result in personal injury, illness, permanent disability and death

Student/ Athlete Name

Student/ Participant Signature

Date

Parent or Legal Guardian Name

Parent or Legal Guardian Signature

Date