

WAIVER AND VOLUNTARY ASSUMPTION OF RISK

I am the parent of _____ (“my child”). I understand that Independent School District #390 offers a community education program, and that participation in the community education program is completely voluntary. I recognize and understand that participation in the community education program involves inherent risks, including but not limited to the risk of contracting the novel coronavirus, also referred to as COVID-19, and the risk of physical injury or death. I also understand that these risks will exist despite careful planning and adequate supervision by the District. Although the District has taken measures to follow social distancing guidelines, due to the nature of some of the programs provided, it is not always possible to maintain 6-foot social distancing between students and staff at all times. Knowing the inherent risks and dangers involved, I voluntarily assume those risks and grant permission for my child to participate in the community education program offered by the District.

Knowing the inherent risks and dangers that are involved in the participation in the community education program, I waive, release, and forever discharge the District and its current and former board members, officers, directors, employees, agents, insurers, and representatives from any and all liability, actions, claims, and demands for personal injury, sickness, death, or property loss arising out of or relating to my child’s participation in the community education program. I further waive any right to bring any claims, demands, legal actions, or causes of action against the District, its board members, officers, directors, employees, agents, insurers, or representatives, unless they engage in gross negligence or willful misconduct that directly causes harm to my child.

Finally, I agree to hold the District and its board members, officers, directors, employees, agents, insurers, and representatives harmless from any and all claims, demands, or liabilities for injury, sickness, death, or loss of property arising out of or relating to my child’s participation in the community education program.

I have read and understand the terms of this Waiver and Voluntary Assumption of Risk Agreement and agree to its terms.

Dated: _____

Signature of Parent/Guardian

Print Name of Parent/Guardian

If Student is over 18 years old:

Dated: _____

Signature of Student

Print Name of Student