

ASSUMPTION OF RISK AND WAIVER OF LIABILITY AIMS K12 COLLEGE PREP CHARTER SCHOOL ATHLETICS PROGRAM

School Name: _____

Student Name: _____

The novel coronavirus (or COVID-19) has created a pandemic 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 health officers have required or recommended social distancing and, in many instances, have prohibited or significantly limited the congregation of groups of people. At this time, these governments and agencies have determined some level of congregation may be acceptable in school settings, although they have warned that any congregation of people poses potentially significant risks associated with contracting COVID-19 even when precautions are taken to minimize these risks. If you have further questions or concerns about COVID-19 risks, it is highly recommended you discuss these risks issues with your family medical providers and that you reach out to local, state, and/or national public health offices for further information.

AIMS K12 College Prep Charter District (“AIMS K12” or “the School”) has determined that beginning on [March 1, 2021], the School will resume operation of its athletics program. This includes regular in-person practices and in-person related activities and events (“Athletics Program”) for AIMS K12 sports teams.

AIMS K12 is complying with state and local guidance as well as taking reasonable steps to mitigate the risk of spreading COVID-19. The School is putting in place the following measures in an attempt to reduce the spread of COVID-19:

- The School shall limit the presence in team practice areas of individuals who are not partaking in or coaching the practice
- The School shall limit the number of students who may occupy locker room and changing facilities to the extent practicable
- All student athletes will undergo temperature screening prior to every team practice or other Athletic Program event
- All School-issued sports equipment will undergo regular sanitization

However, this risk cannot be completely eliminated and AIMS K12 cannot guarantee that in-person participants will not become infected with COVID-19.

Further, participating in the AIMS K12 Athletic Program in-person could increase the risk of contracting COVID-19 because of the inherent nature of sports to promote certain degrees of physical proximity and/or contact with other participants.

If Student has any of the following underlying conditions, it is strongly recommended they do not take participate in the Athletics Program at this time, even if they are not experiencing COVID-19 symptoms due to the increased health risks that are associated with COVID-19 exposure for these groups:

- Serious heart conditions • Chronic lung disease • Moderate to severe asthma • Severe obesity (Body Mass Index of 40 or higher) • Immunocompromised • Diabetes
- Chronic kidney disease undergoing dialysis • Liver disease • Reside with a family member with these high-risk underlying conditions

Please contact the School if your Student has one or more of these increased health risks.

Parents and/or students over the age of 18 who are willing to assume this inherent risk that their children and other family members may be exposed to COVID-19 in the school environment may permit their children to participate in -person in the Athletics Program after signing this waiver and agreement to abide by our COVID-19 protocols, as follows:

- I am providing the following information on behalf of _____ (“Student”) as of the date that I am signing this form**
- I am a student over the age of 18 and am providing the following information on my own behalf as of the date that I am signing this form**

_____(initial) I am the parent and/or legal guardian of the above-named Student, and I request that they be allowed to participate in the Athletics Program and I give my permission for them to do so. **I acknowledge that participation in the Athletic Program is voluntary.**

_____(initial) I am a Student over the age of 18 requesting to participate in the Athletics Program. **I acknowledge that my participation in the Athletic Program is voluntary.**

_____(initial) **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 the Athletic Program, 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 the Athletic Program may result from the actions, omissions, or negligence of myself and others, including, but not limited to, other participants or AIMS K12 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, any personal injury, disability, death, illness, damage, loss, claim, causes of action, liability, cost or expense of any kind, that I, or, if applicable, my student(s)/child(ren), may experience or incur in connection with the Athletic Program (“Claims”).

_____(initial) **Waiver of Liability.** I, for myself, and on behalf of my family, Student, spouse, estate, heirs, executors, administrators, assigns, and personal representatives, voluntarily agree to assume all of the risks associated with COVID-19 and my child’s participation in the Athletics Program and accept sole responsibility for any resulting injury to my child, my family and friends, other children or myself (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I, my family and

friends, or my child or other children may experience or incur in connection with my child's participation in the Athletics Program ("Claims").

On my behalf, and on behalf of my child, I hereby release, covenant not to sue, discharge, and hold harmless School, its directors, officers, teachers, 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. To the fullest extent permitted by law I shall indemnify School, its directors, officers, teachers, employees, agents, and representatives from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or relating to the Claims and/or this Waiver, whether sounding in tort or contract. I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of School, whether a COVID-19 infection occurs before, during, or after participation in any School program, including the Athletics Program. I have had the opportunity to review this Waiver with an attorney of my choosing and I sign here voluntarily, knowing and accepting these risks.

Agreement to Abide by COVID-19 Protocols.

_____(initial) I promise and agree that Student has not had contact with anyone confirmed with COVID-19 in the past fourteen (14) days. At any point in the future, if I have reason to believe Student has come into contact with someone with COVID-19, I promise and agree to immediately notify School staff and keep Student at home for fourteen (14) days.

_____(initial) I promise Student, and all members of Student's household, are not *currently experiencing* a fever or chills, cough, shortness of breath or difficulty breathing, fatigue, muscle or body aches, headache, new loss of taste or smell, sore throat, congestion or runny nose, nausea or vomiting, or diarrhea. At any point in the future, if Student, or any member of Student's household, has any of these symptoms, I promise I will notify School staff immediately. I promise and agree to not allow Student to participate in the Athletics Program with these symptoms and will wait at least fourteen (14) days after symptoms have stopped to return to any campus-based programming or activity and will present a COVID-19 negative test confirmation prior to my child commencing participation in the Athletics Program.

_____(initial) I promise Student has not had any of the following symptoms *in the last fourteen (14) days*: fever or chills, cough, shortness of breath or difficulty breathing, fatigue, muscle or body aches, headache, new loss of taste or smell, sore throat, congestion or runny nose, nausea or vomiting, or diarrhea.

_____(initial) I promise Student has not had any of the following symptoms *in the last fourteen (14) days*: fever or chills, cough, shortness of breath or difficulty breathing, fatigue, muscle or body aches, headache, new loss of taste or smell, sore throat, congestion or runny nose, nausea or vomiting, or diarrhea.

_____(initial) I promise that I will ensure Student's temperature is taken every day before leaving home to participate in the Athletics Program and I will ask Student whether they are experiencing COVID-19 symptoms every day before leaving home. I promise I will allow my child to participate in the Athletics Program on any given day they have a fever or they are experiencing COVID-19 symptoms. **I understand that Student's temperature will be**

screened each day prior to engaging in the Athletics Program. [MB4] Students with a fever will be excluded from participation until further notice.

____(initial) I agree to abide by all School COVID-19 guidelines and other COVID-19-related policies and procedures, which may change over time as circumstances change over time. I agree to practice good hygiene etiquette such as sneezing into my elbow, utilizing tissues, and avoid touching my eyes, nose, and mouth, and, to instruct Student to do the same.

____(initial) I understand and acknowledge that failure to abide by this agreement may result in Student being excluded from in-person participation in the Athletic Program.

I have read this Assumption of Risk, Waiver of Liability, and Indemnity Agreement, fully understand its terms, and understand that I am giving up substantial rights, including my right to sue. I confirm that I am signing the agreement freely and voluntarily and intend my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law.

Student Name (Required only for students over 18 years of age)

Student Signature (Required only for students over 18 years of age)

Date

Parent/Guardian Name

Parent/Guardian Signature

Date