

2020-2021 school year in-person athletics and clubs

PARTICIPATING STUDENT HOLD HARMLESS, WAIVER AND RELEASE OF CLAIMS

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. While rules, guidance, and personal discipline may reduce this risk, the risk of serious illness and death does exist. Cherry Creek School District #5 (“District”) cannot completely mitigate the transfer of communicable diseases like COVID-19 especially when involved in activities with close person-to-person contact. Participation in athletics and/or clubs includes possible exposure to and illness, injury, or death from infectious diseases including COVID-19.

This Agreement is intended to be as broad and inclusive as is permitted by law. If any provision or any part of any provision of this Agreement is held to be invalid or legally unenforceable for any reason, the remainder of this Agreement shall not be affected thereby and shall remain valid and fully enforceable. Please read this Agreement carefully before signing. This Agreement includes a hold harmless provision, release of liability and a waiver of certain legal rights. For those District students who will participate in District athletics and/or clubs, the following permission form with waiver and hold harmless agreement must be signed by the Parent/Guardian and the District student.

PERMISSION/REQUEST TO PARTICIPATE:

WARNING: Participation in interscholastic athletics and clubs includes a risk of injury, which may range in severity from minor to long-term catastrophic. Players must obey all safety rules, report all physical problems to their coaches or athletic trainers, follow a proper conditioning program, and inspect their own equipment daily. In addition, because of the frequent proximity of players involved in athletics and clubs, there is a risk that one may become sick with COVID-19. Players must obey all COVID-19 related rules and guidelines as posted and as administered by coaches and/or other staff. By signing this permission form, I acknowledge reading and understand this warning and the risks assumed. I hereby give my consent for my child to participate in athletics and/or clubs sponsored by the District.

PARTICIPATION IN ATHLETICS AND/OR CLUBS BY DISTRICT STUDENTS IS STRICTLY VOLUNTARY. NO DISTRICT STUDENT WILL BE PENALIZED IN ANY WAY FOR FAILURE TO PARTICIPATE.

Please complete the following statements as applicable:

I, _____(name), affirm that I am the parent or legal guardian of the following named Cherry Creek student, _____ (the “Student”). I hereby give permission for the Student to participate in athletics and/or clubs that will be held at various District facilities throughout the 2020/2021 School Year.

INSURANCE ACKNOWLEDGMENT

The District DOES NOT carry any form of accident or medical insurance to pay medical costs should your child be injured or become ill with COVID-19. For a student to participate in District athletics and/or clubs, parents/guardians must carry adequate health insurance or be enrolled in an independently offered insurance program for their child. Information on available insurance options can be found at kandkinsurance.com.

____ 1. I maintain adequate personal health and accident insurance for my child.

____ 2. I have enrolled my child in an accident insurance program through K & K Insurance (kandkinsurance.com) or a similar insurance program. If my child participates in football, I have purchased this option.

Insurance Company _____

(Please Print)

(If I have insurance policy changes, it is my responsibility to notify the school’s athletic office.)

PARENT/GUARDIAN AND STUDENT REPRESENTATIONS:

In consideration for providing the above listed Student the opportunity to participate in athletics and/or clubs, and any other related events, Parent/Guardian and Student understand that participation is not required and also acknowledge, affirm and agree to the following:

1. The Parent/Guardian and Student understand that the World Health Organization, the US Center for Disease Control, and the Governor of the State of Colorado have declared a global, nationwide and statewide pandemic of the coronavirus that causes the disease called COVID-19, that there is currently no vaccine or medical cure for COVID-19, that the coronavirus that causes the disease is said to be extraordinarily easy to transmit between people, and that gatherings of large numbers of people or people in close proximity to one another are believed to be the main cause of the spread of COVID-19. Accordingly, any gathering of people, including athletics and clubs, are or can be inherently dangerous and unpredictable, and that serious illness or even death can occur because of a person’s participation in such an activity.
2. The Parent/Guardian and the Student have no reason to believe that the Student has COVID-19.
3. The Student does not have any of the following symptoms: fever, cough, shortness of breath, fatigue, muscle pain, chills, headache, diarrhea, nausea, sore throat, or any other symptoms associated with COVID-19.

4. If the Student has such symptoms as those listed in #3 above, the Parent/Guardian and the Student believe that the symptoms are caused by an illness, injury or condition that is not related to COVID-19.
5. Within the past 14 days the Student has not had close contact with a person having or suspected of having COVID-19.
6. Within the past 14 days, neither the Student nor anyone in the Student's household has traveled to any country, state, or city with widespread COVID-19 diagnoses.
7. Parent/Guardian and Student agree that if Student, or any person residing in Student's household begin to experience symptoms of COVID-19, or if Student, or any person residing in Student's household, are notified of exposure to or infection with COVID-19 that Student will immediately cease participating in athletics and/or clubs. Furthermore, if Student, or any person residing in Student's household are notified of a diagnosis of COVID-19 and Student has participated in athletics and/or clubs within the last fourteen (14) calendar days from the date of diagnosis, that Parent/Guardian and Student will immediately notify the District of the diagnosis.
8. Parent/Guardian and Student acknowledge that they are aware that by participating in athletics and/or clubs that there is a risk of being exposed to COVID-19, and/or any mutation or variation thereof. Parent/Guardian and Student are also aware that such an exposure can occur either directly or indirectly whether or not a mask and/or gloves are worn, and that District cannot guarantee that by participating in the Activity that there will be no exposure to COVID-19. Parent/Guardian and Student further acknowledge that while certain individuals are more susceptible to becoming seriously ill if they contract COVID-19 (such as people over 65, people with serious underlying health conditions, and those with compromised immune systems), anyone, including a healthy person, is susceptible to contracting COVID-19. The Parent/Guardian and Student affirm that they are aware of the kinds of risks the Student will face in connection with athletics and/or clubs and recognize that the District is unable to protect the Student from all such risks.
9. The Parent/Guardian, and the Student understand and agree that the Student's participation athletics and/or clubs shall be at the Parent/Guardian and Student's sole risk, and while the District seeks to do what is reasonable to ensure that participants in such activities are safe and protected, the District cannot guarantee the Student's safety, and the District expressly disclaims any representation or undertaking that athletics and/or clubs are safe for the Student and further disclaims any and all liability or responsibility for any illness or infection, including, but not limited to COVID-19, that may occur from or in connection with athletics and/or clubs.
10. Parent/Guardian and Student understand and acknowledge that the District cannot eliminate the risk of exposure to COVID-19 and by signing this **HOLD HARMLESS, RELEASE AND WAIVER OF LIABILITY AGREEMENT**, Parent/Guardian and Student fully and knowingly agree to **ASSUME ALL RISKS** associated with participating

in the athletics and/or clubs and the exposure to or the infection of COVID-19, including any risk of illness, bodily injury, permanent disability and/or death related, directly or indirectly, to COVID-19.

11. Parent/Guardian and Student hereby voluntarily and knowingly agree to **RELEASE, WAIVE, AND DISCHARGE** District, including its officers, directors, employees, agents, and/or volunteers, (hereinafter "Releasees") for any and all losses or damages resulting from illness, bodily injury, temporary or permanent disability, and/or death, whether caused by negligence of Releasees or which might occur as a result of participation in athletics and/or clubs that are related, directly or indirectly, from exposure to or infection with COVID-19.
12. To the maximum extent allowed by law, Parent/Guardian and Student hereby agree to **INDEMNIFY 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, attorneys' fees, costs and disbursements, whether of in-house or outside counsel and whether or not an action is brought, on appeal or otherwise), arising from or out of, or relating to, directly or indirectly, exposure to or the infection of COVID-19, or arising from or out of, or relating to, directly or indirectly, exposing or infecting others with COVID-19.
13. Parent/Guardian and Student agree that this **HOLD HARMLESS, RELEASE AND WAIVER OF LIABILITY AGREEMENT** is to be binding upon spouses, children, heirs and assigns, and that the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Colorado.
14. PARENT/GUARDIAN AND STUDENT HAVE READ AND UNDERSTAND THE ABOVE AND AGREE TO BE BOUND BY THE TERMS OF THIS DOCUMENT.

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I certify that I have read this Agreement in its entirety and fully understand its contents, and that I sign it voluntarily as my own free act, without oral representations, statements, or inducements, apart from the foregoing written Agreement. I further certify and represent that if the above-named student is underage, I have the legal authority to release, waive, discharge and hold harmless the released parties on behalf of myself and the above-named student.

HOLD HARMLESS, WAIVER AND RELEASE OF CLAIMS: In exchange for the opportunity to participate in athletics and/or clubs, the above-named Student and Parent/Guardian freely and voluntarily assume all risks of such hazards and notwithstanding such, release District from all liability, and claims arising from the Student's participation in athletics and/or clubs, expressly including but not limited to any claim arising from infection, illness, or death, including from COVID-19, or any economic damages, including those claims based on any alleged or actual negligence, any breach of any express or implied statutory or other duty of care, or mistakes or errors in judgment of any kind. Parent/Guardian and Student request to participate in athletics and/or clubs understanding that they are bound by every term in this Agreement.

Print Parent/Guardian Name

Print Student Name

Address

Telephone Number

City

Zip Code

School Attending

Parent/Guardian Signature

Date

Student Signature

Date