

ASSUMPTION OF RISK AND WAIVER OF LIABILITY AND AGREEMENT TO ABIDE BY COVID-19 PROTOCOLS

Diocese of San Bernardino

To be completed by each parent and/or legal guardian

Parent/Guardian or Other Visitor: _____

Student(s) or Child(ren): _____

Activity(ies): Enrollment in and attendance at OLPH, Indio for the 2020/2021 academic year.

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.

The School is complying with all mandates and taking all reasonable steps to reduce the risk of spreading COVID-19. However, this risk cannot be completely eliminated. Consequently, for the safety of our staff, students, parents, and other visitors, the School requires all persons participating in its activities during this pandemic to acknowledge an assumption of the risk, waive (i.e. release) liability, and agree to abide by our COVID-19 protocols, as follows:

1. I request to participate in the School-sponsored activity. If applicable, I am the parent and/or legal guardian of the above-named student(s)/child(ren), and I request that he/she/they be allowed to participate in the School-sponsored activity and I give my permission for he/she/they to do so.
2. Assumption of Risk. I understand and acknowledge the risk to myself and, if applicable, my student(s)/child(ren), of becoming exposed to or infected by COVID-19 at a School-sponsored activity, which exposure or infection may result from the actions, omissions, or negligence of myself or others, including, but not limited to, other participants or School officials, employees, volunteers, and/or representatives. I assume all such risk and accept sole responsibility for any harm or loss to myself and/or, if applicable, my student(s)/child(ren), including, but not limited to, personal injury or death or related costs or expenses of any kind, that I, or, if applicable, my student(s)/child(ren), may experience or incur in connection with the School-sponsored activity.
3. Waiver of Liability. In consideration for the School allowing me and/or, if applicable, my student(s)/child(ren) to participate in the School-sponsored activity, I, on behalf of myself, and/or, if applicable, my student(s)/child(ren), hereby release and hold harmless the School, the Diocese of San Bernardino, and any officials, employees, volunteers, and/or representatives thereof, from any and all liability for any and all harm or losses arising from participation in the School-sponsored activity, including, but not limited to, exposure to or infection by COVID-19. Further, I covenant (i.e. promise) not to sue the School, the Diocese of San Bernardino, or any official, employee, volunteer, and/or representative thereof, for any such harm or loss.
4. Agreement to Abide by COVID-19 Protocols. I agree that I, and/or, if applicable, my student(s)/child(ren), will not enter School grounds or facilities if I am, and/or he/she/they is/are, feeling ill, which includes, but is not limited to, the following symptoms: fever, cough, difficulty breathing, shortness of breath, chest pain, and/or bluish lips or face. I understand and acknowledge that I, or, if applicable, my student(s)/child(ren), may be denied entrance or admittance if the School determines that I am, or he/she/they is/are, showing any such symptoms. I warrant and represent that I am not aware of any medical condition of myself and/or, if applicable, my student(s)/child(ren) which would render it inappropriate for me and/or him/her/they to participate in the activity. I agree to abide by all COVID-19 guidelines issued by the Centers of Disease Control and Prevention ("CDC"), as periodically updated, including, but not limited to, practicing "social distancing" by maintaining at least six (6) feet away from another person who is not a member of my household. I agree to abide by the School's maximum capacity limitations and other COVID-19-related policies and procedures which may include face coverings, hand washing requirements and temperature checks for myself and, if applicable, my student(s)/child(ren). I agree to practice good hygiene etiquette

such as sneezing into my elbow, utilizing tissues, and avoid touching my eyes, nose, and mouth, and, if applicable, to instruct my student(s)/child(ren) to do the same. I understand and acknowledge that my failure to abide by and/or my failure to ensure that any student/child of mine abides by this agreement may result in me and/or, if applicable, my student(s)/child(ren), being removed from the School-sponsored activity. If the student/child is removed and needs to isolate pursuant to the protocols that there is no refund of tuition/fees. The student/child can return to in-person school upon full compliance with the CDC criteria for discontinuing isolation/quarantine and sufficient written verification of negative COVID-19 testing as determined within the reasonable discretion of the school.

I certify that I am familiar with the contents of this Assumption of Risk and Waiver of Liability and Agreement to Abide by COVID-19 Protocols, that I have read and understand the same, and that it is my intention by my signature that it bind not only on me, but my heirs, administrators, executors, successors, and assigns, and, if applicable, my student(s)/child(ren).

Date: _____ x _____

- *Teachers may bring only their own children to sit in their classroom. This means that children of teachers may sit in the classroom of their grade level only if the teacher for that classroom also the child's parent (or household member).*