

Waiver of Liability Relating to Coronavirus/COVID-19

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Student Name: _____

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is reported to be extremely contagious. The state of medical knowledge is evolving, but the virus is believed to spread from person-to-person contact and/or by contact with contaminated surfaces and objects, and even possibly in the air. People reportedly can be infected and show no symptoms and therefore spread the disease. The exact methods of spread and contraction are unknown, and there is no known treatment, cure, or vaccine for COVID-19. Evidence has shown that COVID-19 can cause serious and potentially life threatening illness and even death.

While **[St. Elizabeth School and EEC]** (“School”) has implemented preventative measures, it cannot guarantee that you or your child(ren) will not be exposed to, contract, or spread COVID-19 while attending School’s services or are present on School’s premises. It is not possible to prevent against the presence of the disease. Therefore, if you choose to utilize School’s services and/or enter onto School’s premises, you and family members may be exposed to and/or increase the risk of contracting or spreading COVID-19.

ASSUMPTION OF RISK: I have read and understood the above warning concerning COVID-19. I hereby choose to accept the risk of contracting COVID-19 for myself and/or my children in order to utilize School’s services and enter School’s premises. These services are of such value to me and/or to my children, that I accept the risk of being exposed to, contracting, and/or spreading COVID-19 in order to utilize School’s services and premises in person [if applicable: “rather than arranging for an alternative method of enjoying the same services virtually (e.g. videoconference)].

WAIVER OF LAWSUIT/LIABILITY: I hereby forever release and waive my right to bring suit against School and its owners, officers, directors, managers, officials, trustees, agents, employees, or other representatives in connection with exposure, infection, and/or spread of COVID-19 related to utilizing School’s services and premises. I understand that this waiver means I give up my right and children’s right to bring any claims, including for personal injuries, death, disease or property losses, or any other loss, including but not limited to claims of negligence and give up any claim I may have to seek damages, whether known or unknown, foreseen or unforeseen.

CHOICE OF LAW: I understand and agree that the law of the State of Missouri will apply to this contract.

I HAVE CAREFULLY READ AND FULLY UNDERSTAND ALL PROVISIONS OF THIS RELEASE AND ATTACHED ACKNOWLEDGEMENT, AND FREELY AND KNOWINGLY ASSUME THE RISK AND WAIVE MY RIGHTS CONCERNING LIABILITY AS DESCRIBED ABOVE:

Acknowledgement

While School has put in place preventative measures to reduce the spread of COVID-19, School cannot prevent that program participants or staff members may contract COVID-19.

I acknowledge and accept it is my responsibility to monitor my child's health each day prior to their participation in programs at School, including but not limited to taking their temperature daily, and keep them home if they exhibit any symptoms of COVID-19.

If my child or a family member with whom my child resides is diagnosed as infected with COVID-19, I agree to immediately notify the director of any program in which my child is participating in at School and I agree that information will be provided to those individuals who may have been exposed.

I likewise commit to educate and encourage my child to comply with social distancing requirements to promote the health and well-being of my child and others.

I understand if it is determined a staff member or participant of *any program* occurring at School is infected with COVID-19, School will be required to suspend, delay or terminate all programs occurring at School for such a period of time as necessary to clean and disinfect exposed areas of School.

I likewise understand programs may be suspended, delayed or terminated due to increased occurrences of COVID-19 in the community.

I understand significant costs are incurred by School to develop and staff programs. I understand fees paid in advance of my child(s) participation in programs at School may not be refunded.

Any refund or reduction in fees due to any occurrence related to COVID-19 is the sole discretion of program directors at School.

I am the parent or legal guardian of the minor named above. I have the legal right to consent to and, by signing below, I hereby do consent to the terms and conditions of this Release.

Signature: _____ Date: _____

Name (printed): _____