



## 2020 Summer Activities

### PARTICIPATING STUDENT WAIVER AND RELEASE OF CLAIMS

As a result of the COVID-19 crisis, Academy District 20 (the “District”) will hold modified summer activities in accordance with “Guidance for Children’s Day Camps and Youth Sports Camps” published by the Colorado Department of Public Health and Environment and in accordance with guidelines from the El Paso County Health Department.

- Participants will be allowed to participate in the summer activities held at District facilities, including, fields, gymnasiums, music rooms, etc.
- No family members or guests will be permitted to enter the location of the summer activities or gather for social interactions. While waiting for their students, parents/guardians should remain in their vehicles in the parking lots.

**PARTICIPATION IN SUMMER SPORT/ACTIVITY BY D20 STUDENTS IS STRICTLY VOLUNTARY. NO D20 STUDENT WILL BE PENALIZED IN ANY WAY FOR NON-PARTICIPATION.**

**PARTICIPATION MAY SIGNIFICANTLY INCREASE THE RISK OF EXPOSURE TO COVID-19 AND/OR OTHER COMMUNICABLE DISEASES. COVID-19 IS A VERY CONTAGIOUS DISEASE THAT CAN CAUSE SEVERE ILLNESS AND DEATH. OLDER ADULTS AND PEOPLE WITH UNDERLYING MEDICAL CONDITIONS ARE AT HIGHER RISK. PARTICIPATION MAY ALSO RESULT IN TRANSMISSION OF COVID- 19 OR OTHER COMMUNICABLE DISEASES TO NON-PARTICIPANTS.**

**PARTICIPANTS KNOWINGLY AND VOLUNTARILY ASSUME ALL RISKS RELATED TO EXPOSURE OF COVID-19 AND/OR OTHER COMMUNICABLE DISEASES.**

**For students who will participate in summer activities, the following permission form with waiver and hold harmless agreement must be signed by the parent/guardian *and* the student.**

### PERMISSION/REQUEST TO PARTICIPATE:

**Please complete the following statements as applicable:**

I, \_\_\_\_\_ (name), affirm that I am the parent or legal guardian (the “Parent/Guardian”) of the following named student, \_\_\_\_\_ (the “Student”). I hereby give permission for the Student to participate in the summer activity that will be held at various District facilities throughout the summer of 2020.

## **PARENTS/GUARDIANS AND STUDENTS:**

In consideration of the District allowing the Student to participate in the summer activity, and as an express inducement therefor, the Parent/Guardian and Student hereby state, affirm, and agree to the following:

1. The Parent/Guardian and the Student have no reason to believe that the Student has COVID-19.
2. Within the past 14 days the Student has not had close contact with a person having or suspected of having 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, or sore throat.
4. If the Student has such symptoms, 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, neither the Student nor anyone in the Student's household has traveled to any country, state, or city with widespread COVID-19 diagnoses.
6. 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 the summer activities, is or can be inherently dangerous and unpredictable, and that serious illness or even death can occur as a result of a person's participation in such an activity.
7. The Parent/Guardian, and the Student understand and agree that the Student's participation in the summer activities shall be at the Parent/Guardian's and Student's sole risk, and that, while the District seeks to do what is reasonable to ensure that participants in the summer activities are safe and protected, the District cannot guarantee the Student's safety, and expressly disclaims any representation or undertaking that the summer activities 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 the summer activities.
8. **The Parent/Guardian and Student affirm that they are aware of the kinds of risks the Student will face in connection with the summer activities, and recognize that the District is unable to protect the Student from all such risks. The Parent/Guardian and Student expressly agree to assume such risks, and they understand the District has relied upon this assumption of risk in permitting the Student to participate in the summer activities.**

**WAIVER AND RELEASE OF CLAIMS:** The Parent/Guardian and Student hereby waive any and all claims and demands for relief, whether past or future and regardless of the legal or factual bases thereof, that could be asserted in any forum or manner whatsoever, based upon, related to, or concerning the Student's participation in the summer activities, expressly including but not limited to any claim arising from infection, illness, or death to persons 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, and expressly release, discharge, indemnify and hold harmless the District, its employees, Board of Education members, agents, and insurance carriers from and against any and all such claims and demands regardless of when or by whom asserted.

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**Print Parent/Guardian Name**

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**Print Student Name**

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**Address**

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**Telephone Number**

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**City**

**Zip Code**

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**High School Attending**

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**Parent/Guardian Signature**

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**Date**

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**Student Signature**

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**Date**