

# CHULA VISTA ELEMENTARY SCHOOL DISTRICT

## COVID-19 WAIVER FOR STUDENT-ATHLETE PARTICIPANT LIABILITY RELEASE, HOLD HARMLESS, AND INDEMNIFICATION & NOTICE TO ABIDE BY COVID-19 PROTOCOLS FORM

Student-Athlete Name: \_\_\_\_\_

Birth Date: \_\_\_/\_\_\_/\_\_\_ Age: \_\_\_\_ Grade: \_\_\_\_\_

List Sport(s): \_\_\_\_\_ School: \_\_\_\_\_

Parent or Guardian Name: \_\_\_\_\_

Phone-Cell: \_\_\_\_\_ Work: \_\_\_\_\_ Home: \_\_\_\_\_

### NOTICE TO PARENTS AND STUDENT-ATHLETES

I, the undersigned participant, and parent, request voluntary participation for minor to participate in all athletic events, which are hereinafter referred to as the "activities" taking place on or in conjunction with a facility of the Chula Vista Elementary School District ("Facility").

I consent to my/minor's participation in the activities and acknowledge that the minor and I fully understand my/minor's participation may involve risk of serious injury or death, including losses which may result not only from my/minor's own actions, inactions or negligence, but also from the actions, inactions, or negligence of others, the condition of the facilities, equipment, or areas where the event or activity is being conducted, and/or the rules of play of this type of event or activity. I understand that if I have any risk concerns, I should discuss the risks associated with their participation with the activity coordinators before I sign this document and before any activities begins.

I acknowledge that I am aware that there are risks to my child of exposure to directly or indirectly arising out of, contributed to, by, or resulting from an outbreak of any and all communicable disease, including but not limited to, the virus "severe acute respiratory syndrome coronavirus 2 (SARS-CoV- 2)", which is responsible for Coronavirus Disease (COVID-19) and/or any mutation or variation thereof.

In consideration of having the opportunity to participate in these activities, I acknowledge that I am aware of and willing to assume the risks associated with these activities at the Facility. I hereby voluntarily agree to waive, hold harmless and indemnify the Chula Vista Elementary School District, its trustees, agents, volunteers and employees from any and all claims, demands, damages and causes of action of any nature (including but not limited to injury, illness, accident, death) that may result or arise out of participation in these activities even if through ordinary negligence which I/ my child, my heirs, my assigns or successors may have against them for, on account of, or by reason of my child's participation in the above activities, I indicate my agreement to this hold harmless elective noted below.

Release - Minor's Rights: In consideration of allowing Minor Participant to participate in the activities, I hereby release and hold harmless Chula Vista Elementary School District, its Board of Trustees, Officers, employees, and agents, (collectively, the "Released Parties"), of and from, and do discharge and waive, any and all claims, demands, losses, damages, and liabilities that Minor Participant may have or sustain with respect to any and all damage, injury, illness, and/or accident of any type, arising out of their participating in the activities. I also agree that if any portion of this agreement is held to be invalid the balance, notwithstanding, shall continue in full force and effect.

Parent or Guardian Initials: \_\_\_\_\_

Student Initials: \_\_\_\_\_

**HOLD HARMLESS WAIVER**

It is my intent as a participant/my child as a participant in utilizing the Facility that I am agreeable to the following:

Release - Parents' /Guardians' Rights: In consideration of allowing Minor Participant to participate in "activities" at the Facility, I hereby release and hold harmless Chula Vista Elementary School District, its Board of Trustees, Officers, employees, and agents, of and from, and do discharge and waive, any and all claims, demands, losses, damages, and liabilities that I may have or sustain with respect to any and all damage, injury, illness and/or accident, of any type, arising from Minor Participant's participation in the activities. I also agree that if any portion of this agreement is held to be invalid the balance, notwithstanding, shall continue in full force and effect.

Parent or Guardian Initials: \_\_\_\_\_

**Indemnification by Parent/Guardian:**

The undersigned parent/guardian further agrees to indemnify, save, and hold harmless Chula Vista Elementary School District, its Board of Trustees, Officers, employees, and agents from any and all claims, demands, losses, damages and liabilities for indemnities, contribution or otherwise with respect to any damage and/or injury, of any type, arising from Minor Participant's participation in the activities. The undersigned also agrees that this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement extends to all acts of negligence by the Released Parties and is intended to be as broad and inclusive as is permitted by the laws of the State in which the Event(s) is/are conducted and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

Parent or Guardian Initials: \_\_\_\_\_

**ASSUMPTION OF RISKS OF EXPOSURE TO COVID-19**

By signing below, you understand COVID-19 has been declared a global pandemic by the World Health Organization (WHO). You further understand that COVID-19 is extremely contagious and may be contracted from various sources. You understand COVID-19 has a long incubation period during which carriers of the virus may not show symptoms and still be contagious. While rules, guidance, and personal discipline may reduce this risk, the risk of serious illness and death does exist. While Chula Vista Elementary School District ("District") has taken extensive measures in an effort to reduce the risk of exposure to COVID-19, the voluntary participation in extra-curricular athletic activities sponsored by the District includes possible exposure and illness, injury, or death from communicable diseases, including COVID- 19.

By signing below, you understand that you are the decision maker for yourself/son/daughter's health care. Further, you understand the student's participation in District-sponsored athletics may involve activities that could be hazardous to the student-athlete, yourself, and to those around you. As a parent or guardian, you fully understand and appreciate the risks that are inherent to your student's voluntary participation. You assume the risk of all bodily injury, medical treatment, illness, and/or death that may result from the student-athlete's involvement in athletic activities within the District, even if it results from the District's negligence or that of its employees or agents.

Parent or Guardian Initials: \_\_\_\_\_

Student Initials: \_\_\_\_\_

## **AGREEMENT TO ABIDE BY COVID-19 PROTOCOLS**

For the student's safety and the safety of those around him or her, the District requires all participants in District-sponsored activities during the COVID-19 pandemic to acknowledge and agree to abide by the District's protocols. You agree, on behalf of your student, that your student must follow the safety and hygiene protocols, as directed by the District, and inclusive of direction set forth by the Centers for Disease Control, California Department of Public Health, the County of San Diego, and the San Diego County Office of Education.

As COVID-19 health and safety protocols are ever fluid due to the unknown nature of the virus and shifting numbers of cases per county, you and your student are responsible for knowing and complying with these while participating in extra-curricular activities.

Parent or Guardian Initials: \_\_\_\_\_

Student Initials: \_\_\_\_\_

## **NOTICE OF GOOD HEALTH & COVID-19 SYMPTOMS FOR STUDENT**

I certify that I/my minor are/is in good health and have no physical condition that would prevent participation in this activity. Furthermore, I agree to use my/minor's personal medical insurance as a primary medical coverage payment if accident or injury occurs. I consent to emergency medical treatment in the event such care is required.

I attest the student-athlete is not experiencing any symptoms of illness such as fever, chills, cough, or shortness of breath. I agree that the student will not participate in any District-sponsored events, including athletic activities, if the student develops symptoms or if:

- My student has been diagnosed with COVID-19 and/or received a positive test, and therefore must be cleared as noncontagious by a state or local public health authority before resuming participation.
- It has been less than 14 days since my student's last potential exposure to COVID-19.
- My student or a member of my son/daughters' household has been advised by a health care provider to self-quarantine due to concerns related to COVID-19 or another communicable disease.

Parent or Guardian Initials: \_\_\_\_\_

Student Initials: \_\_\_\_\_

**NOTICE OF POSITIVE COVID-19 DIAGNOSES**

My student has been diagnosed with COVID-19 and/or received a positive test. If yes, initial below and follow medical referral requirements for post COVID-19 students.

Parent or Guardian Initials: \_\_\_\_\_

Student Initials: \_\_\_\_\_

**NEGATIVE COVID-19 TEST**

All Student-Athletes must submit a negative COVID-19 test weekly prior to athletic activity.

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\_\_\_\_\_  
(Print name of Parent/Guardian)

\_\_\_\_\_  
(Signature of Parent/Guardian)      Date

\_\_\_\_\_  
(Print name of Student)

\_\_\_\_\_  
(Signature of Student)      Date