

WAIVER OF LIABILITY COVID-19
BURLINGTON SCHOOL DISTRICT RE-6J

Permission to Participate in In-Person Learning and Assumption of the Risk and Waiver of Liability Relating to Coronavirus/COVID-19

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is considered extremely contagious and is believed to spread mainly from person-to-person contact. As a result, federal, state, and local governments and federal and state health agencies recommend social distancing and have, in many, prohibited the congregation of groups of people.

Burlington School District RE-6J (the “District”) has offered its families both a remote learning option and an in-person learning option as of the beginning of the 2020-21 academic year. The in-person program will be conducted pursuant to the guidance and directives of state and local authorities and the “Safety Plan” which has been distributed to all families and which incorporates preventative measures such as mask-wearing and social distancing as practicable to reduce the spread of COVID-19 among staff and student participants in each of our schools’ in-person learning option and any associated sports and extracurricular activities (the “In-Person Programs”); however, the District cannot guarantee that you or your child will not become infected with COVID-19. We have to expect that despite our plans and efforts, we will not be able to achieve 100% enforcement of preventive measures, and even with full enforcement, no preventive measure is perfect. Further, the more activities and groups that your child participates in at school or elsewhere, the greater your child’s risk of contracting COVID-19. If your child should become infected, it is quite possible that the infection could be transmitted to other members of your household and others with whom your child may come in contact.

No student is required to participate in the In-Person Programs, and each student’s family must make their own decision whether to do so. In order to ensure that each family has fully considered the risks involved and to protect the District from liability claims arising from COVID-19 infections, no student will be permitted to participate in the In-Person Programs unless his/her parent or legal guardian* has signed the following permission and waiver statement:

PERMISSION, WAIVER, AND RELEASE OF CLAIMS

I hereby give permission for students listed below (the “Student”) to participate in the In-Person Programs, and in consideration of such participation and as an express inducement there for, I hereby agree and stipulate as follows:

- I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that the Student may be exposed to or infected by COVID-19 by attending classes at school or participating in sports practices and workouts and/or otherwise participating in the In-Person Programs, and that such exposure or infection may result in personal injury, illness, permanent disability, and death to the Student, myself, other members of my family, and any other person with whom the Student may come in contact.

* Student’s aged 18 or older will be required to sign as well.

- I and the Student have read and understand the District’s Safety Plan and agree to comply with all of the safety measures and requirements contained therein, as applicable.
- I understand that despite the Safety Plan the risk of the Student or I becoming exposed to or infected by COVID-19 may result from the actions and/or omissions of myself and others whether in school, at home or in any other place where the Student or I choose to spend time.
- I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any personal injury, illness, disability, damage, loss, or death that I, the Student, my other family members and/or persons may experience or incur in connection with the Student’s attendance at and participation in the In-Person Programs.
- I understand that the Student has been offered the opportunity to receive educational services through a remote learning option that will allow the continuation of instruction in all subject areas without the need for in-person exposure to COVID-19 at school, and I have refused that option.
- On my behalf, and on behalf of the Student, I hereby release, covenant not to sue, discharge, and hold harmless and indemnify the District, its employees, Board members, agents and representatives, of and from any and all claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating to any personal injury, illness, disability, damage, loss, or death related to COVID-19 and my child’s participation in the In-Person Programs. I understand and agree that this release includes any claims based on the actions, omissions, or negligence of the said school district, its employees, Board members, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation in the In-Person Programs.

STUDENTS AND DATE OF BIRTH

Name _____	DOB _____
Name _____	DOB _____
Name _____	DOB _____
Name _____	DOB _____

Signature of Parent or Guardian

Date

Printed name of Parent or guardian

Printed Student name

Signature of Student (if aged 18 or older)

Date

BURLINGTON SCHOOL DISTRICT RE-6J

Signature

Date

Printed Name and Title