

SAN MARCOS UNIFIED SCHOOL DISTRICT
HOLD HARMLESS, RELEASE AND WAIVER OF LIABILITY AGREEMENT
RELATED TO COVID-19 FOR EXTRACURRICULAR ACTIVITIES

The student named below has requested permission to participate in extracurricular activities sponsored by the San Marcos Unified School District (SMUSD). For the purposes of this Agreement extracurricular activities are optional non credit activities, where the activities include, but are not limited to, conditioning, training sessions, ASB activities, clubs, ASSETS activities, bands, choirs, JROTCs, engaging in projects, meetings, or games, tournaments, and other competitive endeavors (when allowed), any related SMUSD transportation to and from the foregoing, and entering and remaining in premises leased or owned by SMUSD at the time when the extracurricular activity is being held (collectively, "Activity").

In consideration for being permitted to participate in the Activity, I hereby acknowledge, affirm and agree to the following:

1. I am familiar with the Centers for Disease Control and Prevention ("CDC") and San Diego Health and Human Services Agency ("SD HHSA") guidelines regarding the Novel Coronavirus Disease ("COVID-19"). I acknowledge and understand that the circumstances and symptoms regarding COVID-19 are changing from day to day and that, accordingly, the CDC and SD HHSA guidelines are regularly modified and updated, and I agree to accept full responsibility for familiarizing myself with the most recent CDC and SD HHSA modifications and updates.
2. I agree to comply with any mandated testing or other health and safety protocols as outlined by the California Department of Public Health.
3. I affirm that neither I, nor any person residing in my household, have been diagnosed with, demonstrated any symptoms of, or have in any way knowingly been exposed to COVID-19, within the past fourteen (14) calendar days. I further affirm that I have not been notified within the past fourteen (14) calendar days that I, nor any person residing in my household, has been exposed to COVID-19.
4. I agree that if I, or any person residing in my household, begin to experience symptoms similar to COVID-19, or if I, or any person residing in my household, are notified that I/they have been exposed to or infected with COVID-19 that I will immediately cease participating in the Activity. Furthermore, if I, or any person residing in my household, are notified that I/they have been diagnosed with COVID-19 and I have participated in the Activity within the last fourteen (14) calendar days from the date of diagnosis, that I will immediately notify SMUSD of the diagnosis.
5. I acknowledge that I am aware that by participating in the Activity that there is a risk of being exposed to COVID-19, and/or any mutation or variation thereof. I am also aware that such an exposure can occur either directly or indirectly whether or not a mask and/or gloves are worn and that SMUSD cannot guarantee that by participating in the Activity that there will be no exposure to COVID-19. I further acknowledge that while certain individuals are more susceptible to becoming seriously ill if they contract COVID-19 (such as people over 65, people with serious underlying health conditions, and those with compromised immune systems), anyone, including a healthy person, is susceptible to contracting COVID-19. I have independently evaluated and reviewed the risks of being exposed to or infected by COVID-19 and have determined to participate in the Activity with full knowledge and acceptance of the risks.

6. I agree that this **HOLD HARMLESS, RELEASE AND WAIVER OF LIABILITY AGREEMENT** is to be binding upon my spouse, children, heirs and assigns, and that the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of California.
7. I ACKNOWLEDGE THAT THIS **HOLD HARMLESS, RELEASE AND WAIVER OF LIABILITY AGREEMENT** WAS EXPRESSLY NEGOTIATED AND IS A MATERIAL INDUCEMENT FOR THE PERMISSION GRANTED BY SMUSD TO PARTICIPATE IN THE ACTIVITY.
8. I understand and acknowledge that SMUSD cannot eliminate the risk of exposure to COVID-19 and by signing this **HOLD HARMLESS, RELEASE AND WAIVER OF LIABILITY AGREEMENT**, I fully and knowingly agree to ASSUME ALL RISKS associated with participating in the Activity and the exposure to or the infection of COVID-19, including any risk of illness, bodily injury, permanent disability and/or death related, directly or indirectly, to COVID-19.
9. I hereby voluntarily and knowingly agree to RELEASE, WAIVE, DISCHARGE and COVENANT NOT TO SUE SMUSD, including its officers, directors, employees, agents, and/or volunteers, (hereinafter "Releasees") for any and all losses or damages resulting from illness, bodily injury, temporary or permanent disability, and/or death which might occur as a result of my participation in the Activity that are related, directly or indirectly, from exposure to or infection with COVID-19.
10. To the maximum extent allowed by law, I hereby agree to INDEMNIFY AND HOLD HARMLESS the Releasees from and against any and all claims, demands, suits, judgments, losses or expenses of any nature whatsoever (including, without limitation, attorneys' fees, costs and disbursements, whether of in-house or outside counsel and whether or not an action is brought, on appeal or otherwise), arising from or out of, or relating to, directly or indirectly, my exposure to or the infection of COVID-19, or arising from or out of, or relating to, directly or indirectly, me exposing or infecting others with COVID-19.

IN SIGNING THIS HOLD HARMLESS, RELEASE AND WAIVER OF LIABILITY AGREEMENT, I ACKNOWLEDGE AND REPRESENT THAT I have read the AGREEMENT, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written Agreement, have been made.

Print Student Name

Student Signature (if Student is 18 or over)

Date

******PARENT/LEGAL GUARDIAN CERTIFICATION******

I, the undersigned parent/legal guardian, certify that I am the parent/legal guardian of the above named student, who is a minor child, and that I am requesting that my minor child be able to participate in the Activity and that I agree, on my own behalf and on behalf of my minor child, including my and/or the minor child's representatives, executors, administrators, heirs and assigns, that I am bound, and that my child, is bound by each and every term of this HOLD HARMLESS, RELEASE AND WAIVER OF LIABILITY AGREEMENT.

Print Parent/Legal Guardian Name

Parent/Legal Guardian Signature

Date