

EL RANCHO UNIFIED SCHOOL DISTRICT

SUPPLEMENTAL CORONAVIRUS WAIVER, RELEASE AND INDEMNIFICATION AGREEMENT

Name: _____

Date: _____

Class/Activity: _____

THIS SUPPLEMENTAL FORM IS AN IMPORTANT LEGAL DOCUMENT. READ IT CAREFULLY AND SIGN BELOW. COMPLETION OF THIS FORM IS NECESSARY IN ORDER TO PARTICIPATE IN THIS CLASS/ACTIVITY. I UNDERSTAND MY DECISION TO TAKE THIS CLASS/ACTIVITY IS OPTIONAL AND VOLUNTARY

This supplemental Coronavirus waiver, release and indemnification agreement to required to be signed at the same time as the Athletic Clearance Process. This supplement shall be incorporated therein, and it shall act as additional waivers, releases and indemnification agreement entered by you in order for you to participate in the identified activity.

The El Rancho School District utmost concern is for the health and safety of its students, administrators, staff, vendors, contractors and volunteers during the current COVID-19 pandemic. Because of the enhanced coronavirus risks, the ERUSD requires your acknowledgement of the enhanced risk and agree to the following additional representations, waivers, releases and indemnifications:

Compliance with all COVID-19 Related Practices and Restrictions: You represent that you and any family participants have complied with all COVID-19 related federal, state and local restrictions and guidelines, and that you and your family participants will continue to comply with all such rules and guidelines at all times, and not just during the activity. You further represent that neither you, nor any close family member are known to suffer from any known symptoms related to COVID-19, and that if you or any family member ever exhibit such symptoms, that you will immediately discontinue the activity, and advise the activity director or supervisor. Websites you should visit before engaging in this activity for current required practices and signs of infection include:

- The CDC: <https://www.cdc.gov/coronavirus/2019-ncov/index.html>
- California: <https://covid19.ca.gov/>
- Your County Website.
- Your school website

Assumption of Risk. I recognize that the risk of this activity is currently enhanced because of the COVID-19 coronavirus pandemic. Knowing the enhanced risks, I certify that I am fully informed and voluntarily consent to participating in the Activity. I acknowledge that my participation is voluntary and undertaken with full assumption of all risks associated with possible COVID-19 exposure. I freely and voluntarily assume all risks, known and unknown arising from participation the Activity, including the

risks from the coronavirus. I assume full responsibility for sickness, hospitalization, bodily injury, death, loss of personal property, quarantines, loss of employment and all related costs and expenses.

Waiver and Release of Claims. To the fullest extent permitted by law, I release El Rancho Unified School District, its affiliated campuses, and their governing boards, affiliates, subsidiaries, divisions, administrators, directors, officers, employees, agents, and volunteers (collectively referred to herein as the “ERUSD”, from and against all claims and causes of action, for any injury or harm of any kind which may arise from or out of my participation in the Activity, including the risks from the Coronavirus. This release is intended to discharge the ERUSD against any and all liability arising out of or connected in any way with my participation the Activities, even though that liability may not occur or arise out of the negligence or carelessness on the part the ERUSD, including the district’s failure to follow any COVID-19 coronavirus guidelines. I understand that by signing this Agreement, I am releasing claims and giving up substantial rights, including my right to sue, and acknowledge that I am doing so voluntarily. No representations, statements, or inducements, oral or written, apart from the foregoing written statement, have been made.

Indemnification. To the fullest extent permitted by law, I agree to immediately defend, indemnify, and hold the El Rancho Unified School District harmless from and against all claims, demands, causes of action, suits, damages, costs, losses, expenses, and liabilities of every kind and nature arising out of or connected in any way with my participation in the Activity, including all amounts incurred by the ERUSD for defending any such all claims, suits, damages, costs, losses and expenses, including all attorney’s fees and costs incurred. The indemnity shall apply regardless of any active and/or passive negligent act or omission of the ERUSD other responsible party, or their agents or employees.

Medical Fitness and Direction: By my signature below, I certify that I am medically fit to participate in the Activities, and that I suffer from no symptoms associated with COVID-19 coronavirus. I also certify that I will follow the direction of any physician or government agency related to necessary medical treatment or government-imposed quarantines which could cause you significant inconvenience and personal expense.

Termination of Participation: I understand and acknowledge that I am not required to participate in the Activity. If I participate, I am required to comply with all medical and safety-related direction, rules, regulations, guidelines, training, and instructions pertaining to the Activities, and protection from COVID-19 and that I will not engage in any inappropriate or unsafe conduct. I understand that, in its sole discretion, the El Rancho Unified School District may terminate my participation in the Activity at any time, including during the Activity. Reasons for termination may include but are not limited to: conduct or other conduct deemed detrimental to the best interests of the Activity, or health or safety considerations including violation of COVID-19 related restrictions. I further acknowledge and agree that if the ERUSD determines that I am required to leave the Activity due to a violation of any health or safety-related rules, regulations, guidelines, training, and instructions, I will be responsible for any associated expenses, including but not limited to travel-related expenses for a safe return home.

Governing Law and Venue: This Agreement shall be construed in accordance with, and governed by, the laws of the State of California. The venue for any action arising out of this Agreement shall be the County of ERUSD, State of California. The parties agree to submit to jurisdiction in Orange County, San Bernardino County, and Riverside County California.

Entire Agreement. This Agreement is incorporated to and fully integrated with the El Rancho Unified

School District Assumption of Risk, Hold Harmless, Indemnity, and Release of Liability and together constitute the entire agreement and understanding between the parties. There are no oral understandings, terms, or conditions, and the parties have not relied upon any representations, terms, or conditions that are deemed merged into this Agreement. This Agreement cannot be changed or supplemented orally and may be modified or superseded only by written instrument executed by all parties.

Execution by Facsimile or in Counterparts. This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy or an original, with all signatures appended together, shall be deemed a fully executed Agreement. A facsimile version of any party's signature shall be deemed an original signature.

Severability. If any provision of this Agreement is held to be void, voidable, or unenforceable, the remaining portions of the Agreement shall remain in full force and effect.

Interpretation. The language of all parts of this Agreement shall, in all cases, be construed as a whole, according to its fair meaning, and not strictly for or against any of the parties.

Voluntary Agreement. By signing below, I acknowledge that read this Agreement in full and understand and voluntarily agree to all such provisions. I have had the opportunity to consult legal counsel regarding this Agreement if I have chosen to do so. I have been given the opportunity to ask questions regarding all aspects of this Agreement, and by signing below acknowledge that I have read this form in its entirety and have agreed to its terms.

Print Name of Participant

Participant's D.O.B.

Parent Signature

DATE: _____

Contact Phone Number: _____

Emergency Phone Number: _____

Emergency Contact: _____ Relationship: _____.