

## **COVID-19 ACKNOWLEDGEMENT, WAIVER, RELEASE, AND INDEMNITY**

**School of Child(ren):** \_\_\_\_\_ (“School”)

**Existence of Pandemic.** We live in the age of the COVID-19 global pandemic. I acknowledge that COVID-19 is highly contagious, that it can be difficult to identify in others, and that it poses risks to those who are exposed to it.

**Exposure from Attendance at School.** The attendance of my child(ren) (“Child”) at the School, and participation in activities at the School (“School Activities”), may expose me, my Child, and others in my household to COVID-19.

**Risks from Exposure.** Exposure to COVID-19 may lead to infection with COVID-19. That infection may result in injury, illness, or death, or the loss of or damage to property. Exposure, infection, and their results are referred to in this document as the “Risks”.

**Choice of Learning Option.** I understand that my Child’s School offers a distance/online learning option as part of the educational program. Use of that option would not involve exposure to the Risks at the School. I nevertheless want my Child to attend the School and participate in School Activities.

**Acceptance of Risks.** I acknowledge and understand the Risks from enrolling my Child in the School and having my Child participate in the School Activities. I voluntarily assume those Risks.

**Compliance with Health and Safety Plan.** I have read the Health and Safety Plan located on the School’s website. I understand the health and safety protocols under which the School will open. I will comply with the School’s Health and Safety Plan. As further detailed in the Health and Safety Plan:

- i. I will evaluate my Child each day before school for fever and COVID-19 symptoms, as defined by the CDC, and check in through the school’s established system each school day;
- ii. If my Child has a fever of 100.4 degrees Fahrenheit or higher, or COVID-19 symptoms as defined by the CDC, s/he may not attend the School;
- iii. I will inform the School immediately if I, my Child, or anyone with whom my Child has had close contact receives a positive diagnosis, or presumed positive diagnosis, for COVID-19;
- iv. I give permission for the School’s staff to evaluate my Child for fever and COVID-19 symptoms, at their discretion, and will be informed by the School when such an evaluation is done;
- v. If contacted, I will pick up my child promptly from the School if the School deems it necessary for health and safety reasons.
- vi. I understand and acknowledge that ill students are required to adhere to all guidelines of the Health and Safety Plan.
- vii. I understand and acknowledge that the School will use its best efforts to guard my Child’s privacy. I also understand and acknowledge that, as part of contact tracing, the name of my Child and pertinent contact information will be provided, if necessary, to the Pennsylvania Board of Health and related authorities in the name of community health and safety.

**Possibility of Distance/Online Instruction.** I understand and acknowledge:

- that attendance at the School might not always be available.
- that my Child may need to participate in distance/online instruction.
- that classes during distance/online instruction may be recorded and that my Child’s image could be seen or voice could be heard briefly during it.
- that those who will have permission to access the recording are permitted to do so strictly for educational purposes.
- that I am not allowed to video or take photographs of distance/online instruction at the School unless it is for purely educational purposes.
- that video or photographs of distance/online instruction at the School may not be shared on social media or used for anything other than educational purposes for my child.

**Waiver of Insurance and Compensation.** I accept that the School, the Bishop of Allentown, and the Diocese of Allentown have no obligation to provide any insurance or other financial assistance for me, my Child, or others in my household against the Risks from attendance at the School or involvement in the School Activities. I will be responsible for the costs which directly or indirectly come from my Child’s attendance at the School or involvement in the School Activities. I expressly waive any possible claim for compensation for them from the School, the Bishop of Allentown, and the Diocese of Allentown.

**Release of Liability.** I hereby release, waive, discharge, and agree not to sue the School, the Bishop of Allentown, and the Diocese of Allentown, and their respective affiliates, members, trustees, directors, officers, employees, volunteers, agents, contractors, representatives, successors and assigns (collectively, “Released Parties”) for any and all claims, costs, liability, and damages which directly or indirectly come from my Child’s attendance at the School or involvement in the School Activities, unless they were caused by the gross negligence or intentional misconduct of any of the Released Parties. I make this release on behalf of myself, my spouse, my Child, our next of kin, heirs, and legal representatives.

**Indemnity.** I agree to and will indemnify, save, and hold harmless each of the Released Parties from any and all litigation expenses, attorneys and experts fees, loss, liability, damage, judgment, and cost which the Released Parties may incur from claims by others arising from the attendance of my Child at the School or participation in the School Activities.

**Declaration.** By signing or electronically accepting this document, I acknowledge that I have read this COVID-19 Acknowledgment, Waiver, Release, and Indemnity and fully understand it. I understand that I am giving up substantial rights, including my right and my Child’s right to sue. I acknowledge that I am doing so freely and voluntarily. I intend this document to be a complete and unconditional waiver and release of liability. Furthermore, I will comply with all of my obligations.

**Name(s) of Child(ren):** \_\_\_\_\_

**Name of Parent/Guardian:** \_\_\_\_\_

**Signature of Parent/Guardian:** \_\_\_\_\_