



WESTRIDGE SCHOOL

COVID-19 Liability Waiver and Assumption of the Risk

This COVID-19 Liability Waiver and Assumption of the Risk Agreement (“Agreement”) is entered into between Westridge School (“the School”) and Parent(s)/Guardian(s) _____ (“Parents”) of student _____ (“Student”).

The novel coronavirus, COVID-19, is a highly infectious, life-threatening disease declared by the World Health Organization to be a global pandemic. COVID-19 is associated with a serious and potentially deadly condition called Multisystem Inflammatory Syndrome in Children (“MIS-C”). It is currently very difficult to control the spread of COVID-19 or to determine whether, where or how a specific individual may have been exposed to the disease.

Parents understand that the School has implemented safety rules and precautions in order to mitigate the spread of COVID-19. However, those measures do not completely protect against the spread of COVID-19. Parents agree that they and Student must comply with such rules and if they or Student fails to comply with these rules and precautions, Student could be subject to discipline up to and including dismissal from the School. Parents understand these rules and precautions may need to be adjusted throughout the course of the school year, as information about COVID-19 evolves. Parents acknowledge that even if they and Student follow all directions, instructions and rules and exercise utmost personal care, there will remain a certain irreducible inherent risk to them and Student, and they accept that risk.

By signing this agreement, Parents acknowledge the contagious nature of COVID-19, the fact that it can be difficult to identify, and the inherent risks of them and Student being exposed at the School to those who may be infected with COVID-19, including School employees, agents, contractors, volunteers, or other students. Parents voluntarily assume the risk that they or Student may be exposed to or infected by COVID-19 by entering the School’s campus and that such exposure or infection may result in personal injury, serious illness, permanent disability, and/or even death. Parents further acknowledge that children who become infected with COVID-19 may later develop MIS-C and Parents assume this risk.

To the fullest extent permitted by law, Parents completely absolve, release and waive any potential claims they or Student may have against the School, its directors, officers, employees, agents, and volunteers (“Released Parties”) including, but not limited to, claims for personal injury, disability, illness, damage or death from exposure to COVID-19, whether such exposure occurs during or after their attendance at the School’s campus or School events. Also, Parents agree, on behalf of themselves, their personal representatives and heirs, not to make any type of legal or equitable claim arising from their or Student’s exposure to COVID-19, against the Released Parties, whether or not it arises through the negligence, omission or default of Released Parties or a student. Parents further agree that if any such claim is made against the Released Parties, Parents will indemnify and defend the Released Parties with respect to any such claim. Such duty of defense shall arise immediately upon tender.

PARENTS HAVE READ AND UNDERSTAND THIS AGREEMENT AND ARE AWARE THAT BY SIGNING THIS AGREEMENT THEY MAY BE WAIVING CERTAIN LEGAL RIGHTS OF THEMSELVES AND STUDENT, INCLUDING THE RIGHT TO SUE. THIS AGREEMENT SHALL BE BINDING UPON PARENTS AND THEIR HEIRS, THEIR CHILD, LEGAL REPRESENTATIVES, AND ASSIGNS, AND SHALL INURE TO THE BENEFIT OF THE SCHOOL AND THEIR SUCCESSORS AND ASSIGNS.

Unless one parent/guardian has had his/her parental rights terminated by court order, both living parents/guardians must sign this Agreement.

PARENT OR LEGAL GUARDIAN:

DATE:_____

sign_____

print name:_____

PARENT OR LEGAL GUARDIAN:

DATE_____

sign_____

print name:_____