

PARTICIPATION IN EXTRACURRICULAR ACTIVITIES

Agreement Regarding Assumption of 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 extremely contagious and is believed to spread mainly from person-to-person contact. As a result, federal, state, and local governments and health agencies recommend social distancing and have, in many locations, prohibited the congregation of groups of people.

The Coeur d'Alene School District ("District") has put in place protective measures to reduce the spread of COVID-19; however, the District cannot guarantee that participants in District activities, or their family members, will not become infected with COVID-19. Further, attending extracurricular school activities on District property or District school events could increase your risk and your student's risk of contracting COVID-19.

If your student has been diagnosed with COVID-19, or has been in Close Contact (as defined by the Center for Disease Control and Prevention) with someone who has been diagnosed with COVID-19, the District requires that you disclose this information to District personnel and that your student not attend or participate in school activities for a period of no less than 14 days. The District may require a medical release for your student to return to participation. The District reserves the right to isolate and exclude from participation any student who exhibits symptoms of COVID-19 (including but not limited to fever, cough, shortness of breath).

NOTE: The District reserves the right to suspend, in its discretion, extracurricular activities (some or all of them) at any time for health and safety reasons.

Waiver and Release

- 1. Acknowledgment.** By signing this agreement, I acknowledge that my student's participation in extracurricular activities, and/or any attendance at events or activities on District property, may expose me, my student, and/or any other member of my family, to COVID-19. I further acknowledge that such exposure, or infection with COVID-19, may result in bodily injury, including serious illness, permanent disability, or death. I understand that the risk of becoming exposed to or infected by COVID-19 while on District property or at District school events may result from the actions, omissions, or negligence of myself and others, including, but not limited to, District employees, agents and representatives, volunteers, program participants and their families and/or any other individual who may be present upon school property or in attendance at any school activity.
- 2. Assumption of Risk.** I voluntarily agree to assume all risks and accept sole responsibility for any injury (including, but not limited to, bodily injury, illness, disability, and death), damage, loss, claim, liability, or expense, of any kind ("Claims"), that I, my student, my family members, heirs, executors and assigns may experience or incur in connection with any attendance at and/or participation in District extracurricular programs, events or activities.
- 3. Release and Indemnification.** On my behalf, and on behalf of my student, family members, heirs, executors and assigns, I agree to advance no Claims and I hereby release, waive, discharge, and agree to defend, indemnify and hold harmless the District, its employees, agents, and representatives, of and from the Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of the

District, its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation in any District program, event or activity.

4. **Immunity.** I acknowledge that the laws of the state of Idaho provide for certain immunities for school districts should something occur to a student or to the family member of a student as a result of activities on District property. In addition to this Agreement, these immunities remain intact.

5. **Participation Requirements.** I agree that I, my student, and any member of my family will act in conformance with all safety and sanitation requirements, as well as all social distancing and mask requests, while attending or participating in a District program, event or activity. I understand that if I or my student fail to follow these regulations and requests, the ability of my student to participate may be suspended, revoked or otherwise negatively impacted.

6. **FERPA Consent.** Pursuant to the Family Educational Rights and Privacy Act (“FERPA”), I have certain rights with respect to protecting my student’s personally identifiable information. I have indicated below whether I consent to the disclosure of my student’s positive test result and/or the disclosure of my student’s exposure to a person with whom he/she has had close contact and has tested positive, to persons at the District and at the Panhandle Health District that are in a need to know position for purposes of performing contact tracing or other appropriate safety measures.

_____ I hereby consent to said disclosure _____ I hereby do not consent to said disclosure.

If you consent, you may withdraw your consent at any time by providing written notice of the same to the District. If you do not consent, you are advised that the District may disclose such information without your consent if it determines that doing so is appropriate in connection with a health and safety emergency as authorized under 34 CFR § 99.31.

7. **PIXELLOT Consent.** By participating in an extracurricular activity, I am consenting to the use and publication of my student’s image by Pixellot, which may be included in live or recorded video footage, publication materials or other promotional materials, all of which may be sold and marketed by Pixellot.

Signature of Parent/Guardian

Date

Print Name of Parent/Guardian

Name of Student

Signature of Student (if age 18 or older)

Date

Print Name of Student

COVID-19 HEALTH SCREENING

The safety of our employees, students, families and visitors remains the Coeur d'Alene School District's priority. To prevent the spread of COVID-19 and reduce the potential risk of exposure to all parties, we are conducting a simple screening questionnaire with this waiver. Your participation is important to help us take precautionary measures to protect you, your Child(ren) and everyone at the District. Please mark your answers below:

1. Has your child had Close Contact with or been diagnosed with COVID-19 within the last 30 days? ** YES NO

2. Has your child experienced any of the symptoms below in the last 14 days? ** YES NO

- Fever or chills
- Cough
- Shortness of breath or difficulty breathing
- Fatigue
- Muscle or body aches
- Headache
- New loss of taste or smell
- Sore throat
- Congestion or runny nose
- Nausea or vomiting
- Diarrhea

3. I hereby agree that if my Child(ren) develop(s) any of the above symptoms I will keep them home, notify the Coach and seek medical care to obtain a physician's note stating it is safe to return to participation.

** If the answer is "yes" to questions 1 or 2, access to District activities will be denied until a physician's note is delivered to the Athletic Director or Athletic Trainer.

Signature of Parent/Guardian Date

Print Name of Parent/Guardian Name of Student

Signature of Student (if age 18 or older) Date

Print Name of Student