

**WAIVER OF LIABILITY AND HOLD HARMLESS FOR COMMUNICABLE DISEASES
INCLUDING COVID-19**

Student Name: _____

Grade: _____ Home Phone: _____

Address: _____

Parent(s)/Guardian(s) Names: _____

Parent/ Guardian phone: Work: _____ Home: _____ Other: _____

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. While rules, guidance, and personal discipline may reduce this risk, the risk of serious illness and death does exist. **Marist Catholic HS and the Archdiocese of Portland cannot completely mitigate the transfer of communicable diseases like COVID-19 especially when involved in full contact sports. Participation in contact sports includes possible exposure to and illness, injury, or death from infectious diseases including COVID-19.**

In consideration for providing my child the opportunity to participate in full contact sports and any related transportation to and from full contact sports events, both my child and I voluntarily agree to waive and discharge any and all claims against the MCHS and the Archdiocese of Portland and release it from liability for any exposure to or illness or injury from an infectious disease including COVID-19, including claims for any negligent actions of the District or its employees or agents, to the fullest extent allowed by law, for myself, my child, our estates, our heirs, our administrators, our executors, our assignees, and our successors.

I also agree to release, exonerate, discharge and hold harmless the District, its Board of Directors, the individual members thereof, and all officers, agents, employees, volunteers, and representatives from all liability, claims, causes of action, or demands, including attorney fees, fines, fees, or other costs (e.g. medical costs) arising out of any exposure to or illness or injury from an infectious disease including COVID-19, which may result from or in connection with my child’s participation in full contact sports.

I further certify and represent that I have the legal authority to waive, discharge, release, and hold harmless the released parties on behalf of myself and the above-named student.

I certify that I have read this document in its entirety and fully understand its contents. In exchange for the opportunity to participate in full contact sports, the above-named student and I freely and voluntarily assume all risks of such hazards and notwithstanding such, release Marist Catholic HS and the Archdiocese of Portland from all liability for any loss regardless of cause, and claims arising from the student's participation in full contact sports.

Signature Date _____ Student

Parent/Legal Guardian Signature Date

Agreement to Follow Quarantine and Isolation Guidelines

Student Name: _____

The undersigned hereby agrees, represents, and warrants that neither the undersigned nor such participating children shall participate in, visit or utilize the facilities, services, and/or programs of Marist Catholic HS if he or she:

- (i) experiences symptoms of COVID-19, including, without limitation, fever, chills, cough, loss of sense of taste or smell, or shortness of breath,
- (ii) has a suspected or diagnosed/confirmed case of COVID-19,
or
- (iii) has been instructed to isolate or quarantine.

The undersigned agrees to notify Marist Catholic HS immediately if he or she believes that any of the foregoing access/use restrictions may apply. Marist Catholic HS has taken certain steps to implement certain recommended guidance and recommendations issued by public health agencies for slowing the transmission of COVID-19, including, without limitation, the access/use restrictions set forth above. The undersigned acknowledges and agrees that Marist Catholic HS may revise its procedures at any time based on updated recommended guidance and recommendations issued by public health agencies and further agrees to comply with Marist Catholic HS's revised procedures prior to utilizing the facilities, services, and/or prior to participating in the programs of Marist Catholic HS.

The undersigned further acknowledges and agrees that, due to the nature of full-contact sports offered by Marist Catholic HS, social distancing of 6 feet per person among student-athletes and their fellow participants or others is challenging in the best circumstances.

The undersigned fully understands and appreciates both the known and potential dangers of participating in full-contact sports at Marist Catholic HS and acknowledges that use thereof by the undersigned and/or such participating student-athletes may, despite Marist Catholic HS's reasonable efforts to mitigate such dangers, result in exposure to COVID-19, which could result in quarantine requirements, serious illness, disability, and/or death.

Student Signature Date

Parent/Legal Guardian Signature Date