

## **Rocky River City School District**

### **Release of Liability for Extracurricular Activities**

Participation in extracurricular activities is voluntary and separate from the curricular activities of the Rocky River City School District Board of Education. The undersigned acknowledges the sufficiency of consideration in connection with this Release.

The undersigned individuals acknowledge that they are aware of the risks associated with COVID-19 and consent to allow the Student to participate in the extracurricular activities of the Rocky River City School District.

The undersigned acknowledges that the Centers for Disease Control & Prevention (“CDC”) has advised that certain “vulnerable individuals” may have greater health risks associated with exposure to COVID-19. The CDC defines “vulnerable individuals” as individuals age 65 and older, and individuals with serious underlying health conditions such as, but not limited to: high blood pressure, chronic lung disease, diabetes, obesity, asthma, and those whose immune systems are compromised by chemotherapy for cancer, and other conditions requiring such therapy.

The undersigned hereby releases and forever discharges the Rocky River City School District Board of Education and its officers, members, employees, administrators, agents, coaches, representatives, and contractors (collectively, the Board), in both their official and individual capacities, and any volunteers providing services for the Board, from any and all liability or demands for personal injury, psychological injury, sickness, death, or claims resulting from personal injury or property damage, of any nature whatsoever which may be incurred by the Student and Student’s family members relating to, in connection with and/or as a result of the Student’s participation in the extracurricular activities of the Rocky River City School District.

The undersigned, on behalf of himself/herself and his/her successors, assigns, and other legal representatives, hereby absolutely, unconditionally and irrevocably covenants and agrees with and in favor of the Board that he/she will not sue (at law, in equity, in any regulatory proceeding or otherwise) on the basis of any claim released, remised and discharged by the undersigned in the preceding paragraph. If the undersigned or any of his/her successors, assigns or other legal representatives violates the foregoing covenant, the undersigned, for himself/herself and his/her successors, assigns and legal representatives, agrees to pay, in addition to such other damages as the Board may sustain as a result of such violation, all attorneys’ fees and costs incurred by the Board and its insurers as a result of such violation.

#### **Student/Parent Responsibilities**

1. All students must have a signed Waiver and Release - Extracurricular Activities – 2020 document on file with the Athletics and Activities Office before participation.
2. Updated physical on file with the Activities and Athletics Office before participation (if applicable).
3. Students who may be an increased risk of getting COVID-19 or an increased risk for severe illness from COVID-19 should not participate in extracurricular activities.
4. Students with underlying medical conditions should not participate in extracurricular activities.
5. Students who live in a household with someone at an increased risk for severe illness from COVID-19 should not participate in extracurricular activities.
6. Students will engage in responsible conduct outside of the school environment so as not to increase the Student’s risk of getting COVID-19.
7. Daily self-administered health assessment prior to participation:
  - Do you have a current temperature of 100.5 degrees or more?
  - Are you currently taking any medication to reduce fever?
  - Do you have any of the following symptoms: cough, shortness of breath, difficulty breathing, wheezing, chills, muscle aches, sore throat, diarrhea, loss of smell or taste, change in ability to smell or taste?

- Have you been exposed to someone with confirmed or suspected COVID-19 during the past 14 days?
  - Have you travelled out of the country or to any state, which has an emergency public health order in place during the past 14 days?
    - If you answered YES to any of these questions, you must stay at home until further notice and will not be permitted to report to practice, a contest or enter into any Rocky River City School building until your health status has improved.
    - If you answered NO to all of these questions, you may report to practice or a contest as scheduled and/or enter into any Rocky River City School building.
8. Students shall provide own water receptacles/containers.
  9. Students shall not share athletic equipment (towels, clothing, shoes, etc.).
  10. Students will wear face coverings in accordance with RRCS policy.
  11. Students will comply with directives from coaches and other district representatives.
  12. If a Student begins to experience any COVID-19 symptoms while on school property, they must immediately notify a coach or other district representative who will contact the Student's parent(s).
  13. Students will wash/disinfect their hands as directed.
  14. Students will avoid touching their eyes, nose, and mouth with unwashed/undisinfected hands.

**District Responsibilities**

1. Provide properly sanitized and disinfected environment (locker rooms, athletic facilities, equipment, etc.) for students, staff and community.
2. Provide a secure and properly supervised environment for students and staff.
3. Communicate necessary, important and relevant information to students and staff on a regular basis.
4. Maintain confidential records with accuracy and precision.
5. Provide professional athletic training services to students.
6. Staff members complete the daily self-administered health assessment (above) each day prior to entering onto school property.
7. If a staff member begins to experience any COVID-19 symptoms while on school property, they must immediately notify a district representative and leave the school premises.
8. Staff will wash/disinfect their hands frequently.
9. Staff will avoid touching their eyes, nose, and mouth with unwashed/undisinfected hands.
10. Staff and other district representatives will communicate regularly with Students and their parents.
11. District representative will monitor, review, and consider guidance from the Cuyahoga County Board of Health and other public health agencies.
12. District representatives will actively engage in contingency planning relating to extracurricular activities for the benefit of our Students and the school community in general.

It is the undersigned's express intent that this Release shall bind the members of the undersigned's family (including the Student), and the undersigned's heirs, assigns and personal representative(s), and shall be deemed as a full release, waiver, discharge and covenant not to sue.

WE HAVE CAREFULLY READ AND UNDERSTAND THIS RELEASE. WE ARE AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN THE BOARD AND US. NO ORAL REPRESENTATIONS, STATEMENTS OR INDUCEMENTS, APART FROM THE FOREGOING HAVE BEEN MADE.

Student Name (Please Print): \_\_\_\_\_

Student signature: \_\_\_\_\_ Date: \_\_\_\_\_

Parent/Guardian Name (Please Print): \_\_\_\_\_

Parent/Guardian's Signature: \_\_\_\_\_ Date: \_\_\_\_\_