

# **RUNNER'S CLUB**

## **COVID-19 Liability Waiver and Assumption of Risk**

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 federal and state health agencies recommend social distancing and have, in many locations, prohibited the congregation of groups of people. Northwest Elementary School ("NWES") has created new protocols and put in place preventative measures to reduce the spread of COVID-19. However, NWES cannot guarantee that you or your child(ren) will not become infected with COVID-19.

In consideration of being allowed to participate in Runner's Club at NWES, the Runner's Club participant, and the participant's parent(s) or legal guardian(s) if the participant is a minor, teachers, volunteers, siblings, and anyone else in the vicinity of the Runner's Club program, agrees as follows:

1. I am aware that the novel coronavirus ("COVID-19") is an extremely contagious virus and that it is currently believed that COVID-19 spreads through person-to-person contact.
2. I am familiar with the Center for Disease Control and Prevention ("CDC") guidelines regarding COVID-19, which are located at <https://www.coronavirus.gov> and <https://www.cdc.gov/coronavirus/2019-ncov/index.html>. I acknowledge and understand that the circumstances regarding COVID-19 are changing from day-to-day, and that the CDC guidelines are regularly modified and updated. I accept full responsibility for familiarizing myself with the most recent updates, and making informed choices to take precautionary measures to protect myself and others.
3. In addition to the CDC guidelines, I agree to abide by any and all policies or postings published to the general public at NWES and any rules the Runner's Club may implement related to COVID-19 safety.
4. By participating in Runner's Club, I acknowledge that I am aware of the contagious nature of COVID-19 and voluntarily assume the risk that my child(ren) and I may be exposed to or infected by COVID-19 at NWES, and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 at NWES participating in Runner's Club may result from the actions, omissions, or negligence of myself and others.
5. I agree that, in the event that I suspect I became exposed to or infected by COVID-19 at NWES or by participating in Runner's Club and I elect to seek testing and/or treatment as a result therefrom, I will be responsible for payment of any and all medical services and testing services.
6. I voluntarily, choose to assume all of the foregoing risks and accept sole responsibility for any injury, illness, permanent disability, or death related to COVID-19 arising from or in connection with my presence at NWES or Runner's Club. I hereby release and hold harmless NWES or Runner's Club, their volunteers, PTO, other parents, students, employees, agents, directors, officers and representatives and other participants from and against all liabilities (statutory or otherwise) for claims, suits, demands, judgments, costs,

interest and expense (including but not limited to attorney's fees and disbursements) for injury, illness, permanent disability, or death related to COVID-19 arising from or in connection with mine or my child(ren)'s presence at NWES or Runner's Club, EVEN IF ARISING FROM THE NEGLIGENCE, ACTS OR OMISSIONS OF THE RELEASED PARTIES.

Any participation in Runner's Club assumes agreement to these terms.

**DO NOT** allow your child to participate in Runner's Club if you require masking, social distancing, or other COVID-19 or sickness preventive measures. We will not be masking or social distancing at Runner's Club. PTO volunteers will NOT be able to separate students or facilitate any special requests. No exceptions to these terms will be made.

*Please help make this a fun experience for our students!*