

**GILES COUNTY PUBLIC SCHOOLS
HOLD HARMLESS, RELEASE AND WAIVER OF LIABILITY
AGREEMENT RELATED TO COVID-19
FOR EXTRACURRICULAR ACTIVITIES**

NAME OF ACTIVITY

The student named below has requested permission to participate in extracurricular activities sponsored by the Giles County Public Schools ("GCPS"). For the purposes of this Agreement extracurricular activities are optional noncredit activities which include, but are not limited to, practices, training sessions, meetings, games, tournaments, any other competitive endeavor, and any related GCPS transportation to and from the extracurricular activity (collectively the "Activity").

In consideration for being permitted to participate in the Activity, I hereby acknowledge, affirm and agree to the following:

1. I am familiar with the Centers for Disease Control and Prevention ("CDC") guidelines regarding the Novel Coronavirus Disease ("COVID-19"). I acknowledge and understand that the circumstances and symptoms regarding COVID-19 are changing from day to day and that, accordingly, the CDC guidelines are regularly modified and updated, and I agree to accept full responsibility for familiarizing myself with the most recent CDC modifications and updates.
2. I affirm that neither I, nor any person residing in my household, have been diagnosed with, demonstrated any symptoms of, or have in any way knowingly been exposed to COVID-19, within the past fourteen (14) calendar days. I further affirm that I have not been notified within the past fourteen (14) calendar days that I, or any person residing in my household, has been exposed to COVID-19.
3. I agree that if I, or any person residing in my household, begin to experience symptoms similar to COVID-19, or if I, or any person residing in my household, are notified that I/they have been exposed to or infected with COVID-19, that I will immediately cease participating in the Activity. Furthermore, if I am, or any person residing in my household is, notified that I/they have been diagnosed with COVID-19 and if I have participated in the Activity within the last fourteen (14) calendar days from the date of diagnosis, I will immediately notify GCPS of the diagnosis.
4. I acknowledge that I am aware that by participating in the Activity that there is a risk of being exposed to COVID-19 and/or any mutation or variation thereof. I am also aware that such an exposure can occur either directly or indirectly whether or not a mask and/or gloves are worn and that GCPS cannot guarantee that there will be no exposure to COVID-19 when I participate in the Activity. I further acknowledge that while certain individuals are more susceptible to becoming seriously ill if they contract COVID-19, anyone, including a healthy person, is susceptible to contracting COVID-19 and becoming seriously ill. I have independently evaluated and reviewed the risks of being exposed to or infected by COVID-19 and have determined to participate in the Activity with full knowledge and acceptance of those risks.
5. I understand and acknowledge that GCPS cannot eliminate the risk of exposure to COVID-19 and that by signing this **HOLD HARMLESS, RELEASE AND WAIVER OF LIABILITY**

AGREEMENT, I fully and knowingly agree to **ASSUME ALL RISKS** associated with participating in the Activity and the exposure to or the infection of COVID-19, including any risk of illness, bodily injury, permanent disability and/or death related, directly or indirectly, to COVID-19.

6. I hereby voluntarily and knowingly agree to **RELEASE, WAIVE, and COVENANT NOT TO SUE** the Giles County School Board and its officers, employees, agents, and/or volunteers (hereinafter "Releasees") for any and all losses or damages resulting from illness, bodily injury, disability, and/or death, whether caused by the negligence of Releasees or which might occur as a result of my participation in the Activity, that are related, directly or indirectly, from exposure to or infection with COVID-19.
7. To the maximum extent allowed by law, I hereby agree to **INDEMNIFY AND HOLD HARMLESS** the Releasees from and against any and all claims, demands, suits, judgments, losses or expenses of any nature whatsoever, including, without limitation, attorneys' fees and costs, arising from or out of, or relating to, directly or indirectly, my exposure to or the infection of COVID-19, or my exposing or infecting others with COVID-19.
8. I agree that this **HOLD HARMLESS, RELEASE AND WAIVER OF LIABILITY AGREEMENT** is to be binding upon my heirs and assigns, and that the provisions contained herein shall be construed, interpreted and controlled according to the laws of the Commonwealth of Virginia.
9. I **ACKNOWLEDGE THAT THIS HOLD HARMLESS, RELEASE AND WAIVER OF LIABILITY AGREEMENT WAS A MATERIAL INDUCEMENT FOR GCPS GRANT ME PERMISSION TO PARTICIPATE IN THE ACTIVITY.**

IN SIGNING THIS HOLD HARMLESS, RELEASE AND WAIVER OF LIABILITY AGREEMENT, I ACKNOWLEDGE AND REPRESENT THAT I have read the AGREEMENT, understand it and sign it voluntarily with the intent to be bound thereby.

Print Student Name Student Signature Activity Date

******PARENT/LEGAL GUARDIAN CERTIFICATION******

I, the undersigned parent/legal guardian, certify that I am the parent/legal guardian of the above named student, who is a minor child, and that I am requesting that my minor child be permitted to participate in the Activity and that I agree, on my own behalf and on behalf of my minor child, including my and/or the minor child's representatives, executors, administrators, heirs and assigns, that I am bound, and that my child, is bound by each and every term of this **HOLD HARMLESS, RELEASE AND WAIVER OF LIABILITY AGREEMENT**.

Print Parent/Legal Guardian Name Parent/Legal Guardian Signature Date