



HOLD HARMLESS, RELEASE, ASSUMPTION OF RISK AND WAIVER OF LIABILITY FOR COMMUNICABLE DISEASES / COVID-19 DURING PARTICIPATION IN VOLUNTARY SCHOOL ACTIVITIES

CENTRAL KITSAP SCHOOL DISTRICT - SCHOOL VOLUNTEER

THIS IS A LEGAL DOCUMENT BY WHICH YOU ARE ASSUMING THE RISK OF CERTAIN ACTIVITIES AND WAIVING CERTAIN RIGHTS. PLEASE READ THIS DOCUMENT CAREFULLY AND CONSULT LEGAL COUNSEL SHOULD YOU WISH TO DO SO.

The volunteer named below ("Volunteer") has requested permission to participate in volunteer school activities sponsored by the Central Kitsap School District ("District"). Volunteering is optional in support of CKSD noncredit activities; the activities include, but are not limited to: classroom support, recess support, lunchroom support, office support, field trips , engaging in projects, any related District transportation to and from the foregoing, and entering and remaining on premises at the time when the extracurricular activity is being held, including premises that may be leased or owned by District (collectively, "Activity").

Participation in the school activity includes the risk of exposure to and illness from infectious/communicable diseases including without limitation MRSA, influenza, hepatitis, and COVID-19.

COVID-19 has been declared a worldwide pandemic and is extremely contagious. While federal, state, and local rules, guidance, and personal discipline may reduce the risk of transmission, adherence to rules and personal discipline do not completely eliminate the risks of contracting the virus, developing serious illness or permanent health conditions, and/or dying from exposure to COVID-19.

Despite preventative measures to reduce the spread of communicable diseases, including COVID-19, attending and participating in the activity presents the risk of contracting COVID-19 or other communicable diseases. The District cannot and does not guarantee that you, or anyone in your household will not become infected with a communicable disease, especially COVID-19.

Therefore, in consideration of being allowed to participate in the activity, the undersigned volunteer acknowledges, understands, and agrees that:

1. By participating in the activity there is a risk that a volunteer will be exposed to and/or contract COVID-19 or other communicable diseases. The District cannot and does not guarantee that by participating in the activity that there will be no exposure to COVID-19 or other communicable diseases. I also acknowledge that anyone, including a healthy person, is susceptible to contracting COVID-19. I have evaluated and reviewed the risks of being exposed to or infected by COVID-19 or other communicable diseases and have voluntarily elected to act as a volunteer and to participate in the activity with full knowledge and acceptance of all risks.
2. I understand and acknowledge that the District cannot eliminate the risk of exposure to COVID-19 or other communicable diseases, and by signing this document, I fully and knowingly agree to **ASSUME ALL RISKS, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES**, associated with

participating in the activity and the exposure to or the infection of COVID-19, or other communicable diseases. The risks include, without limitation, the risk of serious illness, bodily injury, permanent disability, permanent or chronic medical conditions or complications, and/or death related directly or indirectly to COVID-19 or other communicable diseases.

3. As a condition to my participation in the activity, I agree to abide by any and all directives implemented to lower the risk of COVID-19 exposure or transmission which may include, but are not limited to, providing proof of vaccination status, wearing masks, social distancing, washing/sanitizing hands, as directed by the school administration. I acknowledge that participation in school activity is conditioned upon full adherence to all such directives, which are subject to change at any time and without prior notice. I agree that failure to follow directives will result in forfeiture of the privilege to continue participation in the school activity.

4. To the maximum extent allowed by law, I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, hereby voluntarily and knowingly agree to **RELEASE, WAIVE, DISCHARGE and COVENANT NOT TO SUE** District, including its officers, directors, employees, agents, and/or volunteers, (hereinafter "Releasees") for any and all losses or damages resulting from illness, bodily injury, temporary or permanent disability, and/or death, whether caused by negligence of Releasees or which might occur as a result of participation in the activity that are related, directly or indirectly, from exposure to, or infection with, COVID-19.
INITIALS: Volunteer _____

5. 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, costs and disbursements, whether of in-house or outside counsel and whether or not an action is brought, on appeal or otherwise), arising from or out of, or relating to, directly or indirectly, our exposure to or infection of COVID-19, or arising from or out of, or relating to, directly or indirectly, our exposing or infecting others with COVID-19. **INITIALS: Volunteer _____**

6. I agree that if I, or any person residing in my household, begins 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 or diagnosed with COVID-19 that I will immediately cease participating in the Activity and will immediately notify the District of such exposure, infection, and/or diagnosis.

7. I further acknowledge that participation in the activity is subject to termination at any time and without prior notice due to spread of COVID-19 or other communicable disease.

I HAVE READ THIS HOLD HARMLESS, RELEASE, ASSUMPTION OF RISK AND WAIVER OF LIABILITY FOR COMMUNICABLE DISEASES / COVID-19 DURING PARTICIPATION IN VOLUNTARY ACTIVITIES, I FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

Print Volunteer Name

Volunteer Signature

Date