

INFORMED CONSENT, RELEASE OF LIABILITY, ASSUMPTION OF RISK FOR COVID-19

_____(Student Participant) desires to participate in Fox Creek High School ("School") band program. I, _____(Parent/Guardian/Student 18 or older), for myself and my child, understand and agree as follows regarding risks associated with COVID 19 pandemic:

1. **Voluntary Participation:** I voluntarily elect for my child/Student Participant to access and use the School's premises, facilities, and equipment, and on other school's/ districts' properties in the course of participating in the band activity, so that my child may participate in the School's band program. I voluntarily elect for my child/Student Participant to receive band instruction and training from School's employees and volunteers. I understand that if I do not feel it is safe or appropriate to begin in-person rehearsals at this time, the student participant will be allowed to return to band activities without repercussions when I feel it is appropriate to do so, and the student participant may participate without mandatory attendance requirements during the summer period.

I understand that student participants who either have pre-existing medical conditions that place the Student Participant at higher risk of infection or those who do not want to risk contracting COVID-19, should refrain from participating in high school sports at this time.

2. **Acknowledgment of Risk:** I warrant that I am fully aware of the inherent risks of infection from the COVID 19 virus and pandemic, among other communicable diseases, in all public spaces, and particularly in recreational facilities such as those used by the School for its band programs. I understand that use of the School's premises, or other premises and locations, and participation in band activities may result in an increased risk of exposure to COVID 19 because of, among other things, the sharing of equipment, close contact with other individuals during many band activities, and the prevalence of high touch surfaces inherently associated with the activities, the increased respiration and emission of respiratory droplets associated with physical exertion, the use of water bottles and other personal use objects, and the inherent and natural interaction and sharing behaviors of students.

I understand that COVID 19 is considered a highly contagious virus that may have serious health consequences that could result in prolonged hospitalization, permanent injury, and even death, and the potential spread to other individuals, including other household members, and I acknowledge that such risk cannot be fully mitigated or controlled.

3. **No Warranty:** I understand that the School will make reasonable efforts to comply with guidelines of South Carolina Department of Education, South Carolina High School League, Centers for Disease Control, South Carolina Department of Health and Environmental Control. However, the School cannot eliminate the risk of exposure to COVID 19, or guarantee that the facilities and band activities will be free of COVID 19; that faculty, staff, and volunteers will be or will remain free of infection; or that infected and contagious students or their families will not be present on the premises or participating in the activity. Accordingly, the School cannot and does not warrant, guarantee, or offer assurances that individuals will not be exposed to COVID 19 while on the premises or engaged in band activities, or that individuals will not then expose others to COVID 19.
4. **Assumption of Risk:** I understand and acknowledge that my or my child's access and use of the premises, facilities, equipment, and participation in the activities involve inherent risks to me or my child, and I understand the School has no control over these risks, nor the ability or duty to eliminate such risks, and even strict adherence to guidelines cannot eliminate risk. Consequently, for myself, and for my child, I assume such dangers, risks, and hazards by participating in band activities at this time.
5. **Indemnification, Waiver, Release:** I hereby waive, release, discharge, and hold harmless the School, including its employees, Board, directors/officials, officers, agents, and volunteers from any and all liability associated

with any injury to the Student Participant, including personal injury or illness or even death, loss of income or educational opportunity, property damage, and all losses, damages, expenses, liabilities, or claims of any nature arising out of, related to, or in any way connected to the Student Participant use of the premises, facilities, and participation in the activities.

6. **Other Acknowledgements:**

- a. I represent that I have the authority to give this Informed Consent, Release of Liability, Assumption of Risk for the Student Participant's participation in the School's band program and use of the School's premises and facilities. I am the parent/legal guardian of the Student Participant, or I am 18 years of age or older, and have the unrestricted right to enter into this Informed Consent, Release of Liability, Assumption of Risk.
- b. I have received a copy of information on COVID 19, including FAQ Regarding Return to Team Sports and Guidelines for Return of High School Sponsored Team Sports and shall abide by them and make all reasonable efforts to equip and instruct my child to abide by them at all times while on the School's premises, or while otherwise engaged in the band activity, even on other school's/districts' premises, for purposes of participating in the School's band program.
- c. I agree that in the event that the Student Participant or any member of our household tests positive for COVID 19, is informed by a health care provider that the Student Participant or member of my household is likely symptomatic for COVID 19 infection, or otherwise becomes aware of information that a reasonable person should in good faith recognize as indicating exposure to COVID 19, I will immediately notify the School.
- d. I hereby give consent for emergency transportation and treatment in the event of illness or injury, and I accept responsibility for the payment of any emergency transportation or treatment on behalf of my child.
- e. To the best of my knowledge, I further certify that my child is in good physical condition and has no medical or physical conditions that would restrict his/her participation in this event.

MY SIGNATURE BELOW INDICATES THAT I HAVE READ THIS **INFORMED CONSENT, RELEASE OF LIABILITY, ASSUMPTION OF RISK**; I FULLY UNDERSTAND ITS TERMS; I UNDERSTAND THAT I AM WAIVING RIGHTS BY SIGNING IT; AND I HAVE SIGNED IT FREELY AND VOLUNTARILY. I INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF LIABILITY TO THE EXTENT ALLOWED BY LAW.

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Signature of Parent/Guardian for Minor Student	Date

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Signature of Student Participant	Date

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Print Name of Parent/Guardian	Print Name of Student Participant

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Employee/Director	Date