

Jefferson County Public Schools / Louisville, Kentucky

Risk and Waiver of Liability for Athletic Participants During Coronavirus/COVID-19

The 2019 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 and surface to person contact, including by individuals without disease symptoms. As a result, federal, state, and local governments and federal and state health agencies recommend social distancing and have, in many locations, prohibited or limited the congregation of groups of people in addition to mandating or suggesting the wearing of personal protective equipment.

The health and well-being of our coaches, staff, and students remains our top priority. No person presenting symptoms or testing positive for COVID-19 shall be allowed to enter or remain on the property at any point. If I or my student has come into contact with someone positive for COVID-19, or I or my student are suspected or confirmed to have an active COVID-19 infection, I understand and agree that my student will not be able to participate in Jefferson County Public Schools ("JCPS") athletic activities until such time as my student and I receive negative COVID-19 test results.

Furthermore, I and my student agree to abide by JCPS and Kentucky High School Athletic Association (KHSAA) Athletics Guidelines for Participation During COVID-19. I understand and agree that failure to abide by JCPS and KHSAA Athletics Guidelines for Participation During COVID-19 may result in my and my student's immediate expulsion from all JCPS athletic activities, and I and my student may be unable to resume participation in JCPS athletic activities until such time as the COVID-19 pandemic subsides.

JCPS has put in place numerous preventative measures and enhanced cleaning protocols to reduce the likelihood of spreading COVID-19 in our facilities. However, JCPS cannot guarantee that I or my student will not be exposed to or become infected with COVID-19. Further, attending sponsored activities at JCPS or at outside venues could increase my risk and my student's risk of contracting COVID-19.

By signing this agreement, I agree to allow my student to participate in athletic activities offered by JCPS and acknowledge my student is fit for the activity in which he or she is participating.

In addition, by signing this agreement, I acknowledge the contagious nature of COVID-19, voluntarily agree to the participation terms described above, and assume the risk that my student, my guests, and I may be exposed to or infected by the COVID-19 while at JCPS athletic events 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 JCPS athletic events may result from the actions or omissions of myself and others, including, but not limited to, JCPS coaches, employees, volunteers, and program participants and their families. I voluntarily agree to indemnify and hold harmless JCPS and personally assume all of the foregoing risks and accept sole responsibility for any injury (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that my student, my guests, or I may experience or incur in connection with our attendance at a JCPS athletic event or participation in JCPS athletic programming.

On my behalf, and on behalf of my student, I hereby release, discharge, covenant not to sue, and hold harmless JCPS, its employees, agents, and representatives, of and from any and all liability for any injuries, illness, and loss, including all liabilities, claims, actions, damages, costs, or expenses of any kind arising out of, directly or indirectly, from my child's or children's participation in JCPS athletic programs during the COVID-19 pandemic.

Participant's Name(s) _____

Parent/Legal Guardian Name(s) _____

Signature(s) of Parent/Legal Guardian _____

Date: _____