**ASSUMPTION OF RISK AND WAIVER OF LIABILITY AND**

**AGREEMENT TO ABIDE BY COVID-19 PROTOCOLS**

**Employee: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Employee’s Children: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

The novel coronavirus (or COVID-19) has created a pandemic resulting in a State of Emergency in California. 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 health officers have required or recommended social distancing and, in many instances, have prohibited or significantly limited the congregation of groups of people.

(INSERT DISTRICT NAME) is complying with guidance and taking reasonable steps to mitigate the risk of spreading COVID-19. However, this risk cannot be completely eliminated and (INSERT DISTRICT NAME) cannot guarantee that you and/or, if applicable, your child(ren) will not become infected with COVID-19. Further, children in the workplace of the (INSERT DISTRICT NAME) could increase everyone’s risk of contracting COVID-19. Consequently, for the safety of all employees, their families and other visitors, (INSERT DISTRICT NAME) requires all employees brining children to the workplace during this pandemic to acknowledge an assumption of the risk, waive (i.e. release) liability, and agree to abide by our COVID-19 protocols, as follows:

1. I am the parent and/or legal guardian of the above-named child(ren), and I request that he/she/they be allowed at my workplace.
2. Assumption of Risk. By signing this agreement, I understand and acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that I and child(ren) may be exposed to or infected by COVID-19 by participating in the above activity, and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of myself and my child(ren) becoming exposed to or infected by COVID-19 by my child(ren) being in my workplace may result from the actions, omissions, or negligence of myself and others, including, but not limited to, other children in the workplace or (INSERT DISTRICT NAME) officials, employees, volunteers, and/or representatives. I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any harm, loss, or injury to myself and/or, if applicable, my child(ren) including, but not limited to, personal injury, disability, and death, illness, damage, loss, claim, liability, or expense of any kind that I, or my child(ren), may experience or incur in connection with my children in the workplace. (“Claims”).
3. Waiver of Liability. In consideration for the (INSERT DISTRICT NAME) allowing my children in the workplace, I, on behalf of myself and my child(ren), hereby release, covenant not to sue, discharge, and hold harmless the (INSERT DISTRICT NAME) and any officials, employees, volunteers, and/or representatives thereof (“Releasees”), of and from the Claims, including all liabilities, claims, actions, damages, costs, or expenses of any kind arising out of or relating thereto. I understand and agree that this release includes any Claims based on the actions, omissions, or negligence or other conduct of (INSERT DISTRICT NAME), its officials, employees, employees’ children, volunteers, agents and/or representatives, whether a COVID-19 infection occurs before, during, or after my child(ren) is/are in my workplace.
4. Agreement to Abide by COVID-19 Protocols. I agree that I and my child(ren) will not enter District grounds or facilities if I am, and/or he/she/they is/are, feeling ill, which includes, but is not limited to, the following symptoms: fever, cough, difficulty breathing, shortness of breath, chest pain, and/or bluish lips or face. I understand and acknowledge that I, or, if applicable, child(ren), may be denied entrance or admittance to my workplace if the District determines that I am, or he/she/they is/are, showing any such symptoms. I warrant and represent that I am not aware of any medical condition of myself and/or my child(ren) which would render it inappropriate for me and/or him/her/they to be in my workplace. I agree to abide by all COVID-19 guidelines and other COVID-19-related policies and procedures, which may change over time as circumstances change over time. This may include wearing of masks at all times outside my classroom or workspace, hand washing requirements and temperature checks by/for myself and my child(ren). I agree to practice good hygiene etiquette such as sneezing into my elbow, utilizing tissues, and avoid touching my eyes, nose, and mouth, and to instruct my child(ren) to do the same. I understand and acknowledge that my failure to abide by and/or my failure to ensure that any child of mine abides by this agreement may result in my child(ren) not being permitted at my workplace.

**I HAVE READ THIS ASSUMPTION OF RISK AND WAIVER OF LIABILITY AND AGREEMENT TO ABIDE BY (INSERT DISTRICT NAME) COVID-19 PROTOCOLS AND FULLY UNDERSTAND ITS TERMS.**

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Employee Name

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Employee Signature Date