

Arroyo Pacific Academy
Elementary School, Middle School and High school 2021 -2022

WAIVER OF LAWSUIT/LIABILITY



I/We hereby forever release and waive my right to bring suit against the Arroyo Pacific Academy and its administrators, directors, managers, officials, trustees, agents, employees, coaches, staff, affiliates or other representatives in connection with exposure, infection, and/or spread of COVID-19 related to utilizing Arroyo Pacific Academy's facilities. I/We understand that this waiver means I/We give up my/Our right to bring any claims including for personal injuries, death, disease or property losses, or any other loss, including but not limited to claims of negligence and give up any claim I/We may have to seek damages, whether known or unknown, foreseen or unforeseen.

AGREEMENT TO ABIDE BY SAFETY PROTOCOLS and the COVID-19 CONTAINMENT, RESPONSE AND CONTROL PLAN

I/We have been provided with a copy of Arroyo Pacific Academy's written safety protocols and the COVID-19 CONTAINMENT, RESPONSE AND CONTROL PLAN. I/We have read and I understand these safety protocols and COVID-19 Plan. I/We agree to fully comply with the safety protocols and COVID-19 Plan. I/We acknowledge that if, in the sole discretion of Arroyo Pacific Academy's representatives, it is determined that I/We are not fully complying with the safety protocols, I/We will be precluded from further use of Arroyo Pacific Academy's facilities.

NOTIFICATION REQUIREMENTS

As a condition to the use of Arroyo Pacific Academy's facilities, I/We agree that if I/We receive a positive COVID-19 diagnosis, I/We will promptly notify Ms. K. C. Deagon. I/We consent to allowing Arroyo Pacific Academy's representatives to notify employees and other users of the facilities that another user of the facility tested positive for COVID-19, without identifying me/us by name.

CHOICE OF LAW

I/We understand and agree that the law of the State of California will apply to this waiver.

I/WE HAVE CAREFULLY READ AND FULLY UNDERSTAND ALL PROVISIONS OF THIS RELEASE AND AGREEMENT TO ABIDE BY SAFETY PROTOCOLS, THE COVID-19 CONTAINMENT, RESPONSE AND CONTROL PLAN, AND FREELY AND KNOWINGLY ASSUME THE RISK AND WAIVE MY/OUR RIGHTS CONCERNING LIABILITY AS DESCRIBED ABOVE

Symptoms of COVID-19 include: Fever, Fatigue, Dry Cough, and Difficulty Breathing

I/We agree to the following:

- I understand the above symptoms and affirm that I, as well as all household members, do not currently have, nor have experienced the symptoms listed above within the last 14 days.
- I affirm that I, as well as all household members, have not been diagnosed with COVID-19 within the past 30 days.
- I affirm that I, as well as all household members, have not knowingly been exposed to anyone diagnosed with COVID-19 within the past 30 days.
- I affirm that I, as well as all household members, have not traveled outside of the country or to any city or county considered to be a "hot spot" for COVID-19 infections within the past 30-days.
- I understand that Arroyo Pacific Academy cannot be held liable for any exposure to the COVID-19 virus caused by misinformation on this form or the health history provided by each student, parent/host parent, employee.

I/We have read for understanding, **all documents** on the Arroyo Pacific Academy website, under the COVID-19 Update tab.

By signing below, I/We agree to each statement above and release Arroyo Pacific Academy from any and all liability for unintentional exposure or harm due to COVID-19.

Parent/Host Parent Name: _____

Signature: _____

Email: _____

Date: _____