Connecting Waters Charter Schools
Assumption Of Risk And Waiver Of Liability For Voluntary Participation In Vendor Activities

The novel coronavirus, COVID-19, was declared a worldwide pandemic by the World Health Organization on March 11, 2020. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. As a result, in recent months federal, state, and local governments and health agencies have prohibited and/or limited the congregation of groups of people and required social distancing. At this time, these governments and agencies have determined some level of congregation may be acceptable in school settings, although they have warned that any congregation of people poses potentially significant risks associated with contracting COVID-19 even when precautions are taken to minimize these risks. If you have questions or concerns about COVID-19 risks, it is highly recommended you discuss these risks issues with your family medical providers and that you reach out to local, state, and/or national public health offices for further information.

Connecting Waters (“CWCS”) is complying with guidance and taking reasonable steps to mitigate the risk of spreading COVID-19. However, this risk cannot be completely eliminated, and CWCS cannot guarantee that you and/or, if applicable, your student(s)/child(ren) will not become infected with COVID-19. Further, choosing to participate in the optional and voluntary Vendor Activities described below, which are not operated by or under the control of CWCS, could increase your and/or, if applicable, your student(s)/child(ren)’s risk of contracting COVID-19. Consequently, for the safety of our staff, students, parents, and other visitors, CWCS requires all persons participating in these activities during this pandemic to acknowledge an assumption of the risk, and waive (i.e. release) liability as follows:

1. Connecting Waters Charter Schools provides for the opportunity for students to participate in certain enrichment and extracurricular activities that parents/guardians may choose to have their child(ren) participate in which are not graded and for which students do not receive course credit (“Vendor Activities”). These Vendor Activities are and/or will be conducted by independent contractors at facilities owned and/or operated exclusively by independent contractors, or in students’ homes and other public locations at such time as they re-open for services, including community parks, public libraries, or community centers. CWCS has no control over these Vendor Activities or the independent contractor vendors who offer them. These Vendor Activities are not operated by or supervised by CWCS or its employees. **These Vendor Activities are entirely optional and in no manner required.** You, as a parent/guardian, are responsible for assuring
that the independent contractors comply with all applicable guidance for safely operating their programs. CWCS will not be conducting site visits and will not have CWCS employees present to supervise independent contractors in any way or to ensure they take safety precautions relating to COVID-19 exposure or any other safety concerns, nor will CWCS have any oversight over the manner in which the vendors implement safety protocols or enforce local or state orders or guidance related to COVID-19.

You are making the choice to have your children participate in Vendor Activities; no family is required to participate in Vendor Activities. Signing this waiver is only required if you choose to participate in Vendor Activities; you are not required to sign this waiver if you do not participate in Vendor Activities. You as parents/guardians are expected to attend these Vendor Activities with your children to ensure their safety and you are responsible for the supervision and oversight of your children while involved in such Vendor Activities. **If you choose to have your child participate, you assume all risks of participating in these Vendor Activities as participation is entirely optional.** Your child is not required to participate in any enrichment and extracurricular activities to complete Connecting Waters Charter Schools’ educational program nor is such participation required by law.

2. I am the parent and/or legal guardian of the below-named student(s)/child(ren), and I request that he/she/they be allowed to participate in the Vendor Activities, and I give my permission for he/she/them to do so.

3. **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, if applicable, my student(s)/child(ren), may be exposed to or infected by COVID-19 by voluntarily participating in the Vendor Activities, 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 by participating in the Vendor Activities may result from the actions, omissions, or negligence of myself and others, including, but not limited to, vendors and other participants. 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 student(s)/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, if applicable, my student(s)/child(ren), may experience or incur in connection with the above Vendor Activities (“Claims”).
4. **Waiver of Liability.** I, on behalf of myself, and/or, if applicable, my student(s)/child(ren), hereby agree not to sue, discharge, and hold harmless CWCS, 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 CWCS, its officials, employees, volunteers, agents and/or representatives, whether a COVID-19 infection occurs before, during, or after participation in any Vendor Activities.

I have read this Assumption of Risk and Waiver of Liability for Voluntary Participation in Vendor Activities, fully understand its terms, and understand that I am giving up substantial rights, including my right to sue. I confirm that I am signing the agreement freely and voluntarily, and intend my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law.

__________________________________________________________________________    ______________
Student Name                                                                 Date

__________________________________________________________________________    ______________
Student Name                                                                 Date

__________________________________________________________________________    ______________
Student Name                                                                 Date

__________________________________________________________________________    ______________
Student Name                                                                 Date

**Please select school of enrollment:**

☐ Connecting Waters  ☐ East Bay  ☐ Central Valley
For Participants Of Minority Age (Under Age 18 At The Time Of Registration)

This is to certify that I, as parent/guardian, with legal responsibility for this participant, have read and explained the provisions in this waiver/release to my child/ward, including the risks of presence and participation and his/her/their personal responsibilities for adhering to the rules and regulations for protection against communicable diseases. Furthermore, my child/ward understands and accepts these risks and responsibilities. I for myself, my spouse, and child/ward do consent and agree to his/her/their release provided above for all the Releasees, and myself, my spouse, and child/ward do release and agree to indemnify and hold harmless the Releasees for any and all liabilities incident to my minor child's/ward's presence and/or participation in these Vendor Activities as provided above, EVEN IF ARISING FROM THEIR NEGLIGENCE, to the fullest extent provided by law.

_________________________________________
Parent/Guardian Name (Print)

_________________________________________
Parent/Guardian Signature                                      Date