Parent/Guardian Assumption of Risk
Waiver of Liability, and Indemnity
Agreement Relating to
Coronavirus/COVID-19

For Students Voluntarily Coming to Campus or Having In-Person Teacher Meetings

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 for the 2021-2022 school year all students should be safely back to in-person instruction on school campuses this fall. In addition, the State of California has directed that school masking guidance remains in place and masks are required. Going forward, CDPH will continue to provide guidance around youth settings. 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.

Although public school attendance is mandatory for children in California, attendance at Connecting Waters Charter Schools (“CWCS”) is entirely voluntary because no parent is required to enroll their child in a charter school. You may always enroll your child in schools of the school district where you reside, and you often will have the opportunity to enroll your child in the schools of other local school districts under State law. While we continue to provide independent study instruction to our students for the 2021-2022 school year, CWCS will also be offering the opportunity for students to come to campus for In-Person meetings and instruction:

- Occasional in-person instructional meetings and/or
- Special education testing, and/or
- English Language Proficiency Assessments for California (ELPAC), and/or
- Any school required testing, and/or
- Regularly scheduled classes, and/or
- Parents and teachers are able to mutually agree to schedule in-person visits by teachers at school approved location (altogether, “In-Person Meetings”).

Signing this waiver is only required if you will be coming to campus for or having In-Person Meetings; you are not required to sign this waiver if you seek to continue with independent study instruction with no In-Person Meetings.

Parents/guardians who are willing to assume the inherent risk that their child(ren) (and by extension other family members who come in contact with those children) may be exposed to COVID-19 by coming to campus or having In-Person Meetings may bring their child(ren) to campus, accompanied by their parent/guardian to participate in In-Person Meetings under certain
In-Person Meetings are entirely optional and no student shall receive any advantage in terms of grading or course credit for attending In-Person Meetings. Instructional meetings, ELPAC, and special education testing will continue to be provided online for all students whose parents/guardians elect to have these meetings virtually.

For all parents who have their child(ren) come to campus for or have In-Person Meetings, CWCS is requiring that parents/guardians complete and adhere to the below information and safety guidelines to reduce the risk or spread of infection of COVID-19.

Connecting Waters Charter Schools is complying with guidance and taking reasonable steps to mitigate the risk of spreading COVID-19; however, there is no guarantee you or your child will not become infected with COVID-19 if you come to campus for or have In-Person Meetings. As the requirements and COVID-19 situation evolve, CWCS may modify the measures it takes. CWCS will keep a current list of measures and requirements posted on our website which can be accessed here:

[Connecting Waters Charter Schools COVID-19 Protocols]

Please select school of enrollment:

- [ ] Connecting Waters
- [ ] East Bay
- [ ] Central Valley

- Assumption of Risk. Even with all measures taken, coming to campus to attend or having In-Person Meetings will substantially increase your and your child's risk of contracting COVID-19 as compared to those students who do not come to campus for or have In-Person Meetings. CWCS has no way to control exposure that may occur to you or your child, particularly since so many people who are COVID-19 positive are asymptomatic and may not even realize they are sick. Other students or staff at CWCS may be exposed through community spread of the disease at youth sports, hair salons, grocery stores, retail stores, religious observances/meetings, and numerous other locations throughout the community. Other students or staff at CWCS may be exposed because a family member, friend or neighbor of the student has been exposed.

I am providing the following information on behalf of ____________________________ ("Student") as of the date that I am signing this form [please initial each paragraph]:

[Blank] I promise and agree that I and my child(ren) will not come to campus for or have In-Person Meetings if any of us have had contact with anyone confirmed with COVID-19 in the past fourteen (14) days. At any point in the future, if I have reason to believe I or Student has come into contact with someone with COVID-19, I promise and agree to immediately notify school staff and not come to campus for or have In-Person Meetings for fourteen (14) days.
I promise that before coming to campus for or have In-Person Meetings, I will determine if I, Student, or any members of Student’s household, are experiencing a fever (above 100.4) or chills, cough, shortness of breath or difficulty breathing, fatigue, muscle or body aches, headache, new loss of taste or smell, sore throat, congestion or runny nose, nausea or vomiting, or diarrhea (“COVID-19 Symptoms”). If I determine that I, Student, or any member of Student’s household, has any of these symptoms, I promise and agree to immediately notify school staff and keep Student at home for fourteen (14) days after the symptoms have stopped and will present a COVID-19 negative test confirmation prior to coming to campus for or having In-Person Meetings.

I promise and agree that I will ensure my and Student’s temperature is taken before leaving home, and I will ask Student whether they are experiencing COVID-19 Symptoms, prior to leaving home to come to campus for or having In-Person Meetings. I promise I will not come, and will not bring my child, to campus for or have In-Person Meetings if I or they have a fever (defined by the Center for Disease Control as a temperature of above 100.4) or warm to the touch or they or I am experiencing COVID-19 Symptoms.

I agree that I and Student will comply with all safety measures in place for the school when we are on campus for or having In-Person Meetings, including but not limited to wearing a face covering, washing hands or using hand sanitizer, and social distancing requirements.

I understand that there is an inherent risk of exposure and infection of COVID-19 during In-Person Meetings. I know, understand and voluntarily accept these risks.

1. **Waiver of Liability.** By signing this agreement, I acknowledge the extremely contagious nature of COVID-19 and that much is not yet known about this virus and its risks and voluntarily assume the risk that me, my child, and any other members of our household, may be exposed to or infected by COVID-19 by coming to campus for or having In-Person Meetings, and that such exposure or infection may result in personal injury, illness, permanent disability, and death to Student and/or anyone else exposed to COVID-19. I understand that in some cases one or more serious childhood inflammatory diseases may have resulted from COVID-19 exposure, and that it is unknown at this time what potentially serious lifelong health impairments or disabilities or life-threatening conditions might result from this or other conditions and diseases that might arise out of COVID-19 exposure as a child. I understand that the risk of becoming exposed to or infected by COVID-19 at school may result from the actions, omissions, or negligence of myself and others, including, but not limited to, CWCS directors, officers, employees, volunteers, and other students and their families. I also understand that while CWCS is taking steps to mitigate the risk of exposure to me and my child when coming to campus for or having In-Person Meetings that these steps cannot eliminate the significant risk of exposure or the significant health risks to me, Student and Student’s family members as a result of exposure.

I, for myself, and on behalf of my family, Student, spouse, estate, heirs, executors, administrators, assigns, and personal representatives, voluntarily agree to assume all of the risks associated with COVID-19 and my and my child’s coming to campus for or having In-Person Meetings and accept sole responsibility on behalf of my child, family, other children and myself for any COVID-related illness, personal injury, disability, death, damage, loss, claim, liability, or expense, of any kind, that I, my family, my child(ren) or wards may experience or incur in connection with my and my child(ren)’s coming to campus for or
2. **Indemnity Agreement.** On my behalf, and on behalf of my child and family, I hereby release, and agree not to sue, discharge, and hold harmless CWCS, its directors, officers, teachers, employees, agents, and representatives, from the Claims, including all liabilities, claims, actions, damages, costs, attorney's fees or expenses of any kind arising out of or relating to any Claims. To the fullest extent permitted by law I shall indemnify CWCS, its directors, officers, teachers, employees, agents, and representatives from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or relating to the Claims and/or this Waiver. I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of CWCS, whether a COVID-19 infection occurs before, during, or after coming on to campus for or having In-Person Meetings. I have had the opportunity to review this Waiver with an attorney of my choosing and I sign here voluntarily, knowing and accepting these risks.

I have read this Assumption of Risk, Waiver of Liability, and Indemnity Agreement, 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

______________________________________________________________________________
Student Signature  Date

______________________________________________________________________________
Student Name

______________________________________________________________________________
Student Signature  Date

______________________________________________________________________________
Student Name

______________________________________________________________________________
Student Signature  Date

______________________________________________________________________________
Student Name

______________________________________________________________________________
Student Signature  Date
FOR PARTICIPANTS OF MINORITY AGE (UNDER AGE 18) This is to certify that I, as parent/guardian, with legal responsibility for this Student, 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 Claims, and myself, my spouse, and child/ward do release and agree to indemnify and hold harmless the Claims for any and all liabilities incident to my minor child’s/ward’s presence and/or participation in these activities as provided above, EVEN IF ARISING FROM THEIR NEGLIGENCE, to the fullest extent provided by law.

________________________________________________________________________
Parent/Guardian Name

________________________________________________________________________
Parent/Guardian Signature

________________________________________________________________________
Date