



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

**For Students Participating in Classroom Activities and In-Person Field Trips**

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. These governments and agencies have determined that in-person instruction may not occur for the 2020-21 school year unless the county in which the school is located has been off the State's Monitoring List for fourteen (14) days, and have affirmed 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.

Although public school attendance is mandatory for children in California, attendance at Creekside Charter School ("School") 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. Signing this waiver is only required for participation in classroom activities for the School; you are not required to sign this waiver if you seek to enroll in the local district schools.

The School has determined that beginning in the 2020-21 school year, the School will be offering two options for students. Parents who wish to have their child(ren) have little to no risk of COVID-19 exposure in/through School may continue to participate in a independent study program offered by the School in which the student will not physically be present for School programs and activities. This independent study program will cover the same curriculum but will differ in terms of its delivery to students because it will be done through a distance learning format and will require more parent support, particularly for younger children. Parents 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 in the school environment may send their child(ren) to school to participate in in-



person, classroom-based educational programs under certain conditions outlined below after signing this Assumption of Risk, Waiver of Liability, and Indemnity Agreement (“Waiver”). Enrollment and attendance in any classroom-based programming is entirely optional and no student shall receive any advantage in terms of grading or course credit for attending in-person.

For all parents who have their child(ren) participating in any classroom-based programming and/or on-campus activities, the School is requiring parents or guardians complete and adhere to the below information and safety guidelines to reduce the risk or spread of infection of COVID-19.

The School 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. As the requirements and COVID-19 situation evolve, the School may modify the measures it takes. The School will keep a current list of measures and requirements posted on its website which can be accessed here: [creeksidsquaw.org](http://creeksidsquaw.org)

1. Assumption of Risk. Even with all measures taken, attending School classes or activities will substantially increase your and your child’s risk of contracting COVID-19 as compared to those students attending the distance learning program. The School has no way to control exposure that may occur to your child, particularly since so many people who are COVID-19 positive are asymptomatic and may not even realize they are sick. Other students at the School 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 at the School may be exposed because a family member, friend or neighbor of the student has been exposed.
2. Agreement to Abide by COVID-19 Protocols. If Student has any of the following underlying conditions, it is strongly recommended they do not take part in classroom-based programming, on-campus activities, or extracurricular/enrichment activities even if they are not experiencing COVID-19 symptoms due to the increased health risks that are associated with COVID-19 exposure for these groups:
  - Serious heart conditions • Chronic lung disease • Moderate to severe asthma • Severe obesity (Body Mass Index of 40 or higher) • Immunocompromised • Diabetes • Chronic kidney disease undergoing dialysis • Liver disease • Reside with a family member with these high-risk underlying conditions.



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

\_\_\_\_ I promise and agree that Student has not 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 Student has come into contact with someone with COVID-19, I promise and agree to immediately notify School staff and keep Student at home for fourteen (14) days.

\_\_\_\_ I promise that before each school day I will determine if 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 Student, or any member of Student’s household, has any of these symptoms, I promise and agree to immediately notify School staff, consent to have my child covid-19 tested at school and to keep my child home until we have a negative test result and/or are symptom free for 3 days and will present a COVID-19 negative test confirmation prior to commencing any School programming.

\_\_\_\_ I agree that Student will comply with all safety measures in place when on campus, including but not limited to wearing a face covering, washing hands or using hand sanitizer, and social distancing requirements.

\_\_\_\_ I understand that the school does not have the ability to guarantee social distancing at all times for my child.

\_\_\_\_ I understand if Student chooses to receive in-person assessments, for special education services or otherwise, there is an inherent risk of exposure and infection of COVID-19 during such in-person assessments. I know, understand and voluntarily accept these risks.

3. 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 my child, and any other members of our household, may be exposed to or infected by COVID-19 by attending campus-based programming at the School or extracurricular/enrichment activities at off-campus locations, 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, School directors, officers, employees, volunteers, and other students and their families. I also understand that while School is taking steps to mitigate the risk of exposure to my child at School that these steps cannot eliminate the significant risk of exposure or the significant health risks to 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 child's attendance at School or participation in School programming 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 child(ren)'s attendance at School or participation in School programming ("Claims").

4. Indemnity Agreement. On my behalf, and on behalf of my child and family, I hereby release, covenant not to sue, discharge, and hold harmless School, 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 School, 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 School, whether a COVID-19 infection occurs before, during, or after participation in any School program. 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.

**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.

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Parent/Guardian Name

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Parent/Guardian Signature Date