**ASSUMPTION OF RISK AND WAIVER OF LIABILITY FOR TRANSPORTATION AND AGREEMENT TO ABIDE BY [INSERT DISTRICT],** **COVID-19 PROTOCOLS**

**Activity: TO BE FILED IN 2020/21**

**School Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Student(s) : \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Grade:\_\_\_\_\_\_\_\_\_\_**

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], 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], cannot guarantee that you and/or, if applicable, your student(s)/child(ren) will not become infected with COVID-19. Further, participating in the [INSERT DISTRICT], transportation services, by bus or otherwise 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, [INSERT DISTRICT] requires all persons participating in its activities 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 request to participate in the district’s transportation services. If applicable, I am the parent and/or legal guardian of the above-named student(s)/child(ren), and I request that he/she/they be allowed to participate in the district’s transportation services and I give my permission for he/she/they to do so.
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, if applicable, my student(s)/child(ren), may be exposed to or infected by COVID-19 by the use of the school district’s transportation services, 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 as a passenger on district transportation may result from the actions, omissions, or negligence of myself and others, including, but not limited to, other participants or [INSERT DISTRICT], 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 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 Activity. (“Claims”).
3. Waiver of Liability. In consideration for the District allowing me and/or, if applicable, my student(s)/child(ren) to use the district’s transportation service, I, on behalf of myself, and/or, if applicable, my student(s)/child(ren), hereby release, covenant not to sue, discharge, and hold harmless the District, 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], its officials, employees, volunteers, agents and/or representatives, whether a COVID-19 infection occurs before, during, or after use of the district’s transportation services.
4. Agreement to Abide by COVID-19 Protocols. I agree that I, and/or, if applicable, my student(s)/child(ren), will not enter District grounds, facilities, buses an any other vehicles 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, my student(s)/child(ren), may be denied entrance or admittance 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, if applicable, my student(s)/child(ren) which would render it inappropriate for me and/or him/her/they to use the district’s transportation services. 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 hand washing requirements and temperature checks for myself and, if applicable, my student(s)/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, if applicable, to instruct my student(s)/child(ren) to do the same. I understand and acknowledge that my failure to abide by and/or my failure to ensure that any student/child of mine abides by this agreement may result in me and/or, if applicable, my student(s)/child(ren), being removed from the Transportation Program.

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

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Student Name

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Student Signature Date

**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 the district’s transportation services 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