



Erskine Academy Athletics
Assumption of the Risk and Waiver of Liability Relating to
Coronavirus/COVID-19

The novel coronavirus, COVID-19, has been declared a **worldwide pandemic** by the World Health Organization. COVID-19, is **extremely contagious**, and is believed to spread mainly from person-to-person contact. Although Erskine Academy intends to take and is taking steps to reduce the risk of your or your child[ren]'s exposure to and contraction of COVID-19, including following the material recommendations applicable to the operation of schools presented by the U.S. Centers for Disease Control ("CDC"), the Maine CDC and the Governor of the State of Maine, Erskine Academy is unable to eliminate all risk and is unable to ensure that you or your child[ren] will not be exposed to or will not contract COVID-19. Further, attending and/or participation in Erskine Academy programming could increase your risk and your child[ren]'s risk of contracting COVID-19. Further, attending and/or participation in Erskine Academy programming could increase your risk and your child(ren)'s risk of contracting COVID-19.

By signing this agreement, I hereby give permission for my child[ren] to participate in all activities associated with Erskine Academy programming. I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that my child(ren) and I may be exposed to or infected by COVID-19 by attending Erskine Academy programming. I acknowledge that exposure to and the contraction of COVID-19 present the risk of serious illness, incapacity, long-term health effects, permanent disability, hospitalization and even death. I understand the risks and assume the risks presented by COVID-19 associated with my and my child[ren]'s in-person participation in all activities associated with Erskine Academy programming. I further understand and assume the risk of becoming exposed to or infected by COVID-19 at Erskine Academy programming may result from the actions, omissions, or negligence of myself and others, including, but not limited to school employees, volunteers, and program participants and their families.

RELEASE AND INDEMNIFICATION WITH RESPECT TO IN-PERSON PARTICIPATION IN ERSKINE ACADEMY PROGRAMMING.

By signing this form, I agree to assume all of the foregoing risks and accept sole responsibility for any injury to my child(ren) or myself (including, but not limited to, personal, injury, disability, and death), illness damage loss, claim, liability, or expense, of any kind, that I or my child(ren) may experience or incur arising out of, relating to or in connection with my child(ren)'s attendance during Erskine Academy programming and arise of out, relate to, or are in connection with an exposure to or contraction of COVID-19 ("Claims").

BY MY SIGNATURE BELOW, I DO HEREBY RELEASE AND FOREVER DISCHARGE, COVENANT NOT TO SUE, AND AGREE TO DEFEND, INDEMNIFY AND HOLD HARMLESS ERSKINE ACADEMY, ITS EMPLOYEES, AGENTS AND REPRESENTATIVES ("RELEASEES") FROM AND AGAINST ANY AND ALL CLAIMS, ATTORNEY FEES, COURT COSTS AND EXPENSES ARISING OUT OF, ATTRIBUTABLE TO, OR RELATING TO ANY OF THE RELEASEES' ACTIONS ARISING OUT OF OR RELATING TO MY OR MY CHILD[REN]'S ABOVE AUTHORIZED PARTICIPATION IN ERSKINE ACADEMY PROGRAMMING, WHETHER THE SAME ARE CAUSED OR ALLEGED TO HAVE BEEN CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF ANY OF THE RELEASEES.

I UNDERSTAND AND AGREE THAT THIS RELEASE AND INDEMNIFICATION INCLUDES ANY CLAIMS BASED ON THE ACTIONS, OMISSIONS, OR NEGLIGENCE OF THE RELEASEES WHETHER A COVID-19 INFECTION OCCURS BEFORE, DURING, OR AFTER PARTICIPATION IN ANY ERSKINE ACADEMY PROGRAMS.

Signature of parent/Guardian

Date Print

Name of Parent/Guardian

Name of Participant(s)