

Assumption of the Risk and Waiver of Liability - COVID-19

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. Austin Independent School District (AISD) has put in place protective measures to protect the spread of COVID-19 and is following Texas Education Agency (TEA) and University Interscholastic League (UIL) guidelines; however, AISD cannot guarantee that you, your child, or close contacts will not become infected with COVID-19. Further, attending/participating in extra-curricular activities could increase the risk of contracting COVID-19 not only to the student but also the student’s household. Extra-curricular activities including UIL activities are voluntary activities.

I acknowledge that my child’s participation in extracurricular activities, including but not limited to UIL activities, (hereafter extra-curricular activities including UIL activities are the “Activities”) is voluntary. I acknowledge the contagious nature of COVID-19, and on behalf of myself and my child, I voluntarily assume the risk that my child, and I, and any member of my family/close contact may be exposed to or infected with COVID-19 by participating in Activities and that such exposure or infection may result in personal injury, illness, permanent disability, and/or death. I acknowledge that I am being advised my child should practice physical distancing and wearing of a mask while at home to protect family members. I understand that the risk of becoming exposed to or infected by COVID-19 while attending/participating in Activities may result from the actions or omissions of myself and/or others, including, but not limited to AISD employees, agents and representatives, volunteers, participants and their families and/or any other individual who may be present or in attendance.

I voluntarily agree to assume, on behalf of myself and my child, all risks and accept sole responsibility for any injury to my child, myself and any member of my family (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I, my child and/or members of my family may experience or incur in connection with my child’s participation in the Activities.

With full awareness and appreciation of the risks involved, I, as the parent/guardian, hereby forever release, waive, discharge, and covenant not to sue Austin Independent School District, its board members, officers, agents, servants, independent contractors, affiliates, employees, successors and assigns (collectively the “Released Parties”) from any and all liability, claims, demands, actions, and causes of action whatsoever, directly or indirectly arising out of or related to any loss, damage, or injury, including death, that may be sustained by me or my child(ren) related to COVID-19 or other injury/disease whether caused by the acts, omissions, and/or negligence of the Released Parties, any third-party using AISD facilities, or otherwise, while participating in any activity while in, on, or around AISD facilities, and/or Activities, and/or while using any AISD facilities, tools, equipment, or materials. I understand and agree that this release includes any claims based on the actions, omissions, or negligence of AISD, its board members, officers, employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation in Activity.

Additionally, the laws of the State of Texas provide immunities for school districts and employees and agents. In addition to this Agreement, these immunities remain intact and are not altered or waived in any manner.

Student Name

Student Grade

Signature of Parent/Guardian

Date

Printed Name of Parent/Guardian