



Approved 8/20/2020

COVID-19 STUDENT, STAFF, AND FAMILY COMMUNITY CONTRACT, ASSUMPTION OF RISK, AND RELEASE OF LIABILITY

Student, Staff and Family Community Contract

The COVID-19 global pandemic makes this an unprecedented time. For us to be together, in-person at our school, we must commit to ways of learning, and working that actively promote the health and safety of everyone: students, staff, and members of the greater community. This is a commitment like no other. Each of us must accept responsibility to actively promote our own good health and actively contribute to the good health of all others. There is little room for error in the face of this unforgiving virus.

The Student, Staff, and Family Community Contract applies to all students and staff who participate in in-person instruction (academic and/or athletic) on our campus in 2020-2021. All students and staff must adhere to our new policies and procedures. Because of the potentially severe public health effects of noncompliance, those who do not comply with these expectations could be subject to disciplinary actions up to and including removal from school. The severity of sanction will be commensurate with the level of endangering behavior demonstrated and may include the following: parental notification, written warning, loss of the privilege to attend in-person instruction, loss of privilege to participate in extracurricular activities, suspension, or even expulsion. To participate in in-person instruction, you must fully acknowledge and agree to the new policies outlined in *Reunion Plan* for returning to school.

Assumption of Risk and Release of Liability

Please read the form below carefully and be aware that by allowing your child to be present on the campus of Faribault Lutheran School (the "School") or participate in activities associated with the School, you will be accepting responsibility for all risks associated with possible COVID-19 exposure that you or your child might sustain from those activities. Execution of this agreement is required for the below-named student's presence at school and participation in the School's academic and extracurricular programs and activities for the 2020-2021 academic year.

I/we understand and acknowledge that COVID-19 is a global pandemic and public health risk. On March 13, 2020, the President of the United States declared that the outbreak of COVID-19 in the United States constitutes a national emergency. The Governor of the State of Minnesota also declared a State of Emergency in the State of Minnesota because of COVID-19.

I/we have reviewed the School's current *Reunion Plan* (the "Plan") and acknowledge that the Plan is consistent with guidance from the State of Minnesota and the Centers for Disease Control and Prevention to prevent the spread of the novel coronavirus ("COVID-19"). I/we understand that the School will issue updates to this plan.

I/we understand and acknowledge that although the School has taken reasonable steps to implement recommended guidance and protocols issued by public health agencies to protect the health and wellbeing of its students, faculty, and staff, the School cannot guarantee safety or immunity from infection. There is currently no known vaccination for COVID-19.

With full understanding of the aforementioned risks, and in consideration for my/our child's participation in the School's programs and activities, I/we voluntarily agree to allow my/our child to be present on the School's campus and fully participate in the School's programs and activities (including but not limited to classes, academic activities and extracurricular activities).

On behalf of myself/ourselves and the below-named child, I/we knowingly and voluntarily assume all risks associated with the potential for exposure to COVID-19, including but not limited to the risk of infection, illness, injury, disability, or death.

I/we further agree that in the event of a potential COVID-19 exposure or diagnosis, the School may disclose my/our child's medical information related to such exposure or diagnosis to appropriate public health officials.

I/we agree to make every effort to pick up our child from school as quickly as possible if they become ill.

I/we knowingly and voluntarily waive and release the School, its directors, officers, employees, volunteers, agents, and assigns ("Released Parties") from all liability to me/us or the below-named child for any harm or loss, to the fullest extent permitted by law, including but not limited to economic loss, personal injury, disease, or death suffered by me/us, my/our child, or any other person who may be exposed to COVID-19, directly or indirectly, from my/our child, including but not limited to injuries or harm caused by negligence of the School or others while my/our child is in, on, or about the premises of the School or participating in any program or activity affiliated with the School. I agree to indemnify, hold harmless, and covenant not to sue the Released Parties for any personal injury, death, medical expenses, disability, loss of capacity, court costs, attorney's fees, or other loss that may arise.

By my/our signature below, I/we certify that I/we have read and fully understand this waiver and release and understand that it affects my/our legal rights and the rights of my/our child. I/we understand and acknowledge that I/we have entered into this waiver and release freely and voluntarily and that this waiver and release shall be binding on me/us, my/our child, and my/our heirs, family, estate, representatives, and assigns. I/we expressly agree that the foregoing waiver and assumption of risks is intended to be as broad and inclusive as is permitted by the law of the State of Minnesota and that if any part is held invalid, then the balance shall continue in full force and effect.

Student, Staff and Family Contract.

Please return this page back to school.

This agreement must be signed by both parents or legal guardians of the child(ren) named below.

Parent Signature: _____ Date: _____

Parent Signature: _____ Date: _____

Student Name: _____ Homeroom_____

Student Name: _____ Homeroom_____

Student Name: _____ Homeroom_____