

INFORMED CONSENT, WAIVER/RELEASE, ASSUMPTION OF RISK FOR COVID-19

_____ (**Student Participant**) desires to participate in the Rock Hill Schools (York 3) Band program. I, _____ (**Parent/Guardian/Student 18 or older**), for myself and my child, understand and agree as follows regarding risks associated with the COVID 19 pandemic:

1. **Voluntary Participation:** I voluntarily elect for my child/Student Participant to access and use the District's premises, facilities, and equipment, and on other school districts' properties in the course of participating in the activity, so that my child may participate in the District's band program. I voluntarily elect for my child/Student Participant to receive band instruction and training from District employees and volunteers. I understand that if I do not feel it is safe or appropriate to begin in-person workouts at this time, the student participant will be allowed to return to team activities without repercussions when I feel it is appropriate to do so, and the student participant may participate without mandatory attendance requirements during the summer period.
2. **Acknowledgment of Risk:** I warrant that I am fully aware of the inherent risks of infection from the COVID 19 virus and pandemic, among other communicable diseases, in all public spaces, and particularly in recreational facilities such as those used by the District for its programs. I understand that use of the District's premises, or other premises and locations, and participation in activities may result in an increased risk of exposure to COVID 19 because of, among other things, the sharing of equipment, close contact with other individuals during many activities, and the prevalence of high touch surfaces inherently associated with the activities, the increased respiration and emission of respiratory droplets associated with physical exertion, the use of water bottles and other personal use objects, and the inherent and natural interaction and sharing behaviors of students.

I understand that COVID 19 is considered a highly contagious virus that may have serious health consequences that could result in prolonged hospitalization, permanent injury, and even death, and the potential spread to other individuals, including other household members, and I acknowledge that such risk cannot be fully mitigated or controlled.

3. **No Warranty:** I understand that the District will make reasonable efforts to comply with guidelines of South Carolina Department of Education, South Carolina High School League, Centers for Disease Control, South Carolina Department of Health and Environmental Control. However, the District cannot eliminate the risk of exposure to COVID 19, or guarantee that the facilities and activities will be free of COVID 19; that faculty, staff, and volunteers will be or will remain free of infection; or that infected and contagious students or their families will not be present on the premises or participating in the activity. Accordingly, the District cannot and does not warrant, guarantee, or offer assurances that individuals will not be exposed to COVID 19 while on the premises or engaged in activities, or that individuals will not then expose others to COVID 19.
4. **Assumption of Risk:** I understand and acknowledge that my or my child's access and use of the premises, facilities, equipment, and participation in the activities involve inherent risks to me or my child, and I understand the District has no control over these risks, nor the ability or duty to eliminate such risks, and even strict adherence to guidelines cannot eliminate risk. Consequently, for myself, and for my child, I assume such dangers, risks, and hazards by participating in activities at this time.

5. **Indemnification, Waiver, Release:** I hereby waive, release, discharge, and hold harmless the District, including its employees, Board, directors/officials, officers, agents, and volunteers from any and all liability associated with any injury to the Student Participant, including personal injury or illness or even death, loss of income or

educational opportunity, property damage, and all losses, damages, expenses, liabilities, or claims of any nature arising out of, related to, or in any way connected to the Student Participant use of the premises, facilities, and participation in the activities.

If my student or any member of my household tests positive for the COVID 19 virus, I will contact the Band Director.

SIGNATURE BELOW INDICATES THAT I HAVE READ THIS **INFORMED CONSENT, RELEASE OF LIABILITY, ASSUMPTION OF RISK**; I FULLY UNDERSTAND ITS TERMS; I UNDERSTAND THAT I AM WAIVING RIGHTS BY SIGNING IT; AND I HAVE SIGNED IT FREELY AND VOLUNTARILY.

Signature of Parent/Guardian for Minor Student

Date

Signature of Student Participant

Date

Print Name of Parent/Guardian

Print Name of Student Participant

Employee/Band Director

Date