

Nogales Unified School District #1
COVID-19 Waiver, Release, and Assumption of Risk Form

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. As a result, federal, state, and local governments and federal and state health agencies recommend social distancing and have, in many locations, prohibited the congregation of groups of people.

Nevertheless, the State of Arizona has elected to reopen schools for the 2020/2021 school year. Although the Nogales Unified School District #1 (the "District") has put in place protective measures to reduce the spread of COVID-19, the District cannot guarantee that your child will not become infected with COVID-19. Your child's physical attendance at school, together with other students, inherently increases the risk that your child, you, and/or your household members will contract COVID-19, notwithstanding any precautions taken by the District or school.

On behalf of myself, my household members, and my minor child, _____, I acknowledge the extremely contagious nature of COVID-19 and specifically assume all risks and hazards associated with my child's in-person school attendance during the COVID-19 pandemic. I acknowledge that by attending class in person, my child will be associating with staff and other children and may acquire COVID-19 notwithstanding any precautions taken by the school. I acknowledge that the school cannot absolutely control the conduct of its students, guarantee that they or their parents will follow safety protocols and procedures, or prevent infected students from attending and potentially spreading COVID-19 to my child, directly or indirectly.

I further acknowledge that my child's physical attendance at a District school is wholly voluntary. By permitting my child to attend school during the COVID-19 pandemic, I voluntarily assume the risk that my child may acquire COVID-19, and that COVID-19 may subsequently be transmitted from my child to me and members of my household.

I certify that my child is in good health and has no fever. I understand that symptoms of COVID-19 include, but are not limited to, fever or chills, cough, shortness of breath or difficulty breathing, fatigue, muscle or body aches, headache, new loss of taste or smell, sore throat, congestion or runny nose, nausea, vomiting, and diarrhea. I certify that my child currently has none of these symptoms, and I will prevent my child from physically attending school if my child develops any of these symptoms or any other symptoms identified by the CDC as being associated with COVID-19. I further certify that my child will be symptom-free, without any medication, for twenty-four (24) hours before returning to school. I will also notify the school and not permit my child to attend if my child tests positive for COVID-19. My child and I will follow all COVID-19 protocols and procedures adopted by the District or school.

To the fullest extent permitted by law, I hereby agree to waive, release, and discharge any and all claims, causes of action, damages, and rights of any kind against the school, the District, its insurers, the District's governing board, and all of their respective employees, agents, representatives, and volunteers (the "Released Parties") arising from or relating in any way to any damage, injury, trauma, illness, loss, or death that may occur to my child, me, or my household members as a result of the COVID-19 pandemic.

I further agree not to sue the Released Parties, and to defend and indemnify the Released Parties for all claims, damages, losses, or expenses, including attorneys' fees, if a suit is filed concerning an injury, illness, or death to me, my child, or my household members as a result of the COVID-19 pandemic.

Parent/Guardian Name (Printed) _____

Parent/Guardian Signature _____ Date _____