

Consent, Release of Liability, and Indemnification Agreement

I am a parent/legal guardian of the participant and give my consent for my child to participate in strength and conditioning training (hereinafter the "training") taking place on the South Callaway Co. R-II School District (hereinafter the "District") property.

I understand that the novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. I further understand that COVID-19 is extremely contagious and is believed to spread by person-to-person contact; and, as a result, federal and state health agencies recommend social distancing. I recognize that the District has put in place reasonable preventative measures aimed to reduce the spread of COVID-19. However, given the nature of the virus, I understand there is an inherent risk of my child becoming infected with COVID-19 by virtue of proceeding with the training. I hereby acknowledge and assume the risk of my child becoming infected with COVID-19 through this training, and I give my express permission for my child to proceed with the training.

I expressly agree to accept and assume all risks related to my child's voluntary participation in the training, whether known, foreseeable or unforeseeable, including all risk of illness, personal injury, permanent or partial disability, or death. For and in consideration of my child being able to participate in the training, I voluntarily waive, discharge, hold harmless, covenant not to sue, release, remise and forever discharge the District, its past, present, and future board of education members, directors, officers, agents, employees, attorneys, representatives, insurers, self-insurers, and reinsurers, from any and all liability for any illness, personal injury, disability, death, or other loss arising out of, related to, or occurring as a result of my child's participation in the training at the District.

I assume all responsibility and hereby agree to defend, indemnify and hold harmless the District, its past, present, and future board of education members, directors, officers, agents, employees, attorneys, representatives, insurers, self-insurers, and reinsurers from and against any and all claims, causes of action, losses, damages, demands, liabilities, or exposure, along with court costs and related expenses related to my child's participation in the training. I also agree to fully indemnify and reimburse the District in enforcing its rights under this agreement.

If any clause or provision of this agreement is found to be invalid or unenforceable by a court of competent jurisdiction, such clause or provision shall be severable from this agreement only to the extent of such inconsistency, and such severance shall not affect the validity or enforceability of the remainder of this agreement.

ACKNOWLEDGED AND AGREED TO BY:

I have read and understand the above, agree to its terms and understand that this is a waiver and release of liability.

Print Participant Name: _____

Legal Guardian's Signature: _____ Date: _____

Legal Guardian's Signature: _____ Date: _____