



Assumption of the Risk and Waiver of Liability Relating to Coronavirus/COVID-19/viral mutations

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is a contagious disease believed to spread mainly through person-to-person contact. As a result, federal, state, and local governments and federal and state health agencies recommend social spacing and have, in many locations, prohibited the congregation of groups of people.

Our Lady Queen of Peace Catholic School (OLQP) has put in place several protective measures to reduce the spread of COVID-19; however, OLQP cannot guarantee that you or your child(ren) will not become infected with COVID-19 or viral mutations. Further, attending activities or class on the campus of OLQP could increase your risk and your child(ren)'s risk of contracting COVID-19 and any viral mutations. A group of students is likely to occasionally disregard social-distancing guidelines, notwithstanding supervision and appropriate sanctions. Parents and guardians should monitor the health of their child. Parents and guardians agree that they will not take their child to OLQP if their child displays any symptoms of COVID-19/viral mutations or has been exposed to anyone with COVID-19/viral mutations. Parent or guardian will notify OLQP immediately if their child is exposed or develops symptoms. Parent and guardian agrees to comply with rules and directives of OLQP and the Archdiocese, and will actively encourage their child to do the same. OLQP has shared their **Returning to Learning Plan and Instructional Continuity Plan** in their Family Handbook with me which outlines the steps the school takes to help mitigate the exposure to and the spread of the COVID-19 virus. I have read both plans and I agree to abide by the plans as it pertains to me or my child(ren).

By signing this agreement, I acknowledge the contagious nature of COVID-19 and other viral mutations and on behalf of myself, my child(ren), my spouse/co-parent of child(ren) voluntarily assume the risk that my child(ren) and I, and any member of my family, may be exposed to or infected by COVID-19 or viral mutations by attending activities or class on the OLQP campus and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 or viral mutations while on the OLQP campus may result from the actions, omissions, or negligence of myself and others, including, but not limited to, OLQP employees, agents and representatives, volunteers, program participants and their families and/or any other individual who may be present upon school property or in attendance at any school activity.

I voluntarily agree to assume, on behalf of myself, my child(ren), and my spouse/co-parent of child(ren) all risks and accept sole responsibility for any injury to my child(ren), 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(ren) and/or members of my family may experience or incur in connection with my child(ren)'s attendance in activities or participation in OLQP programming ("Claims").

On my behalf, and on behalf of my children and/or members of my family, I will advance no claim and I hereby release, covenant not to sue, discharge, defend, indemnify and hold harmless Our Lady Queen of Peace Catholic School, its employees, agents, and representatives, of and from the Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of COVID or viral related claims, illness, death. I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of OLQP, its employees, agents, and representatives, whether a COVID-19 infection or any viral infection occurs before, during, or after participation in any OLQP activity, class, or programming.

Additionally, it should be noted that the laws of the State of Texas provide for numerous immunities for schools should something occur to a student or to the family of a student as a result of activities on school property. In addition to this Agreement, these immunities remain intact.

Signature of Parent/Guardian/ Staff Member

Date

Print Name of Parent/Guardian/ Staff Member

Name of Children/Participant(s)

Signature of 2nd Parent/Guardian

Date

Print Name of 2nd Parent/Guardian