

Student Release, Waiver of Liability, and Indemnity

The novel coronavirus, COVID-19, is highly infectious and has been declared by the World Health Organization to be a global pandemic. In order to resume school activities, _____ (“School”) has established new rules and precautions to reduce the spread of COVID-19 at School. Even with implementation of these new rules and precautions, the School cannot guarantee that your child or anyone else, including family members, will not be exposed to or become infected with COVID-19.

I acknowledge the contagious nature of COVID-19, and the inherent risks of exposure to those who may be infected with COVID-19 and that COVID-19 infections have been confirmed throughout the United States, including cases in the City of Philadelphia/County of _____, as well throughout the Commonwealth of Pennsylvania.

I voluntarily assume the risk that I/my child/my household members may be exposed to or infected by COVID-19 as a result of or in connection with my child’s attendance at school and that such exposure or infection may result in personal injury, illness, permanent disability, and/or even death.

I acknowledge that the CDC and state and local public health authorities continue to recommend social distancing, cloth face coverings, and other protective measures to prevent the spread of COVID-19, which may be updated at any time. I understand that the School has therefore put in place new rules and precautions in order to mitigate the spread of COVID-19, which may be updated at any time. While acknowledging that these rules and precautions may or may not be effective in mitigating the spread of COVID-19, I/my child/my household members agree to comply with such rules and precautions which may include, but are not limited to, wearing a face covering, hand washing, hand sanitizing, and social distancing.

I understand and acknowledge that the risk of I/my child/a household member becoming exposed to or infected by COVID-19 as a result of or in connection with my child’s attendance at school may result from the actions, omissions, or negligence of myself and others, including, but not limited to, clergy; school staff; volunteers; students; and other parish, school, or archdiocesan workers, including their families. I recognize that the School cannot limit all potential sources of COVID-19 infection and due to the nature of the infection, cannot guarantee that I/my child/a household member will not become infected with COVID-19. I understand that a school environment with young children could create challenges with social distancing such that social distancing of 6 feet per person among students and staff in a school setting may not always be possible.

I acknowledge that, by sending my child to school, I am/my child/a household member is increasing risk of exposure to COVID-19. I voluntarily assume full responsibility for any and all risks of illness or injury associated with my/my child’s/my household members exposure to COVID-19.

In consideration for providing my child the opportunity to attend school, both my child and I voluntarily agree to release and agree to hold School (and its associated parishes), the Archbishop of Philadelphia, and the Archdiocese of Philadelphia, and their respective clergy, employees and volunteers (collectively, the “Indemnites”) harmless from, and waive on behalf of myself/my child, my heirs, and any personal representatives, any and all causes of action, claims, demands, damages, costs, expenses and compensation for damage or loss to myself/my child that may be caused by any act, or failure to act of the Indemnites, or that may otherwise arise in any way, whether a COVID-19 infection occurs before, during, or after attendance at School or participation in School activities, to the fullest extent allowed by law.

I understand that this release discharges the Indemnites from any liability or claim that I/my child, my heirs, or any personal representatives may have against Indemnites with respect to any bodily injury, illness, death, or medical treatment that may arise from, or in connection to, my child’s attendance at school, whether a COVID-19 infection occurs before, during, or after attendance at School or participation in School activities.

I certify and represent that I have the legal authority to waive, discharge, release, and hold harmless the released parties on behalf of myself and the student named below.

By acknowledgement and acceptance of the School’s handbook (including any addenda thereto), I acknowledge that I have read this Student Release, Waiver of Liability and Indemnity and fully understand its terms.

STUDENT NAME: _____

PARENT/GUARDIAN SIGNATURE: _____ DATE: _____