



Waiver of Liability and Hold Harmless Release Related To Covid-19 for Participation in Interscholastic Athletics

The student named below has requested permission to participate in Montgomery County Schools (MCPS) interscholastic athletic activities that include, but are not limited to, practices, training sessions, meetings, games, tournaments, any other competitive endeavor, any related MCPS transportation to and from the foregoing, and entering and remaining in premises leased or owned by MCPS, and other venues, at the time when the interscholastic athletic activity is being held (collectively, "Athletic Activities").

In consideration for being permitted to participate in Athletic Activities, I hereby acknowledge, affirm and agree to the following:

- 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. While rules, guidance, and personal discipline may reduce this risk, the risk of serious illness and death does exist.
- I acknowledge that I am aware that by participating in Athletic Activities that there is a risk of being exposed to COVID-19, and/or any mutation or variation thereof. I am also aware that such an exposure can occur either directly or indirectly whether or not a mask and/or gloves are worn and that MCPS cannot guarantee that by participating in Athletic Activities that there will be no exposure to COVID-19. MCPS cannot completely mitigate the transfer of communicable diseases like COVID-19 especially when individuals are involved in Athletic Activities. Participation in Athletic Activities includes possible exposure to and illness, injury, or death from infectious diseases including COVID-19.
- I understand that my child's participation in Athletic Activities is not required. Athletic Activities are voluntary, and I have independently evaluated and reviewed the risks of my child being exposed to or infected by COVID-19 and have decided to allow my child to participate in the Athletic Activities with full knowledge and acceptance of the risks.
- In consideration for providing my child the opportunity to participate in Athletic Activities and any related transportation to and from Athletic Activities, both my child and I voluntarily agree to waive and discharge any and all claims against MCPS, the Board of Education of Montgomery County, their officers, agents, employees, volunteers, and representatives and release them from liability for any exposure to or illness or injury from an infectious disease including COVID-19, including claims for any negligent actions of MCPS, the Board of Education of Montgomery County, their officers, agents, employees, volunteers, and representatives to the fullest extent allowed by law, for myself, my spouse, children, our estates, our heirs, our administrators, our executors, our assignees, and our successors.
- I also agree to release, exonerate, discharge and hold harmless the MCPS, the Board of Education of Montgomery County, their officers, agents, employees, volunteers, and representatives from all liability, claims, causes of action, or demands, including attorney fees, fines, fees, or other costs (e.g. medical costs) arising out of any exposure to or illness or injury from an infectious disease including COVID-19, which may result from or in connection with my child's participation in Athletic Activities.

- I further 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.
- I certify that I have read this document in its entirety and fully understand its contents. In exchange for the opportunity to participate in Athletic Activities, the student named below and I freely and voluntarily assume all risks of such hazards and notwithstanding such, release MCPS, the Board of Education of Montgomery County, their officers, agents, employees, volunteers, and representatives from all liability for any loss regardless of cause, and claims arising from the student's participation in Athletic Activities.

I understand that my electronic submission of this form, and my electronic signature, are intended to be, constitute, and are equivalent to my personal signature.

Student Name

Student Signature
(if Student is 18 or older)

Date

Parent/Guardian Name

Parent/Guardian Signature

Date