

COVID-19 RELEASE AND WAIVER OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT (“Agreement”)

In consideration of being permitted to voluntarily have my child participate in the Solana Beach School District’s Child Development Center Child Care Program (“Program”), the undersigned understands, acknowledges, and agrees to the following:

1. I acknowledge the contagious nature of infectious or communicable diseases, including but not limited to “severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2)”, which is responsible for Coronavirus Disease 2019 (“COVID-19”), and/or any mutation or variation thereof (collectively, “Infectious Diseases”).
2. I acknowledge that the Program, as defined above, is taking measures to reduce the risk of exposure to Infectious Diseases. However, the Program cannot guarantee that my child will not become exposed to or infected with an Infectious Disease.
3. Notwithstanding the risks associated with Infectious Diseases, I willingly and voluntarily choose for my child to attend the Program. I acknowledge that my child must comply with all set procedures by the District, the Program, the Center for Disease Control, and any other federal, state or local health agency to reduce the spread of Infectious Diseases while my child attends the Program.
4. I acknowledge and agree that my child’s attendance and participation the Program shall not result in any monetary liability on the part of, and no cause of action for damages shall arise against, the District, the Program, and their officers, directors, employees, and agents for any injury relating to COVID-19 infection, any condition in existence because of the COVID-19 pandemic, or any act or omission by the District, the Program, and their officers, directors, employees, and agents in response to the COVID-19 pandemic, including but not limited to claims for injury, death, emotional distress, economic loss, or violation of civil liberties.
5. I agree to use my/minor’s personal medical insurance as a primary medical coverage payment if any infection, illness, injury or accident occurs. I consent to emergency medical treatment in the event such care is required.
6. I acknowledge and represent that I have read this Agreement, fully understand its terms, understand that I have given up substantial rights by signing it and sign it freely and voluntarily without any inducement.
7. I understand that if my child's school's classroom is in a **modified quarantine** they will **not** able to attend band or any CDC program, before or after school.
8. I understand if a student is exposed during a band practice or event, they may be eligible for a modified quarantine for the school day. However, they may not participate in band or any CDC program or activity outside the school day, on campus or in a community setting.

By acknowledging and signing this Agreement, I indicate that in my capacity as parent or legal guardian, I acknowledge the health risks and dangers associated with the transmission of the COVID-19 virus, and other Infectious Diseases, and recognize that exposure to the COVID-19 virus, or other Infectious Diseases, could occur while my child is in the care of the Program.

As such, and in consideration for child care services to be provided by the Solana Beach Child Development Center, the undersigned, for myself and my minor children enrolled in the Program, fully assume all of the risks associated with participation in the Program, including, but not limited to, the possibility of exposure to or transmission of COVID-19.

I, as Parent and/or Legal Guardian, have read and fully understand and acknowledge the contents of the release and agree that I am voluntarily waiving, releasing, and discharging the Solana Beach Child

Development Center, the Solana Beach School District, and their officers, directors, employees, and agents from any liability, claims, damages, and causes of action related to my child's participation in the Program, including but not limited to, exposure to or transmission of Infectious Diseases.