

# **Waiver of Liability and Health Screening Agreement**

## **Between Heritage Christian School**

### **And Responsible HCS Parent(s) or Guardian(s)**

Heritage Christian School (HCS) intends to reopen its building for regular school operations on Tuesday, September 8, 2020. I have been provided and am familiar with HCS's Health and Safety Plan. Although HCS has a plan to help protect program participants, I/we understand that HCS cannot fully protect my child/student and/or me from risks, which may be encountered as a result of my child attending the school and/or participating in any school-sponsored program. I/we realize there are natural, mechanical, and environmental conditions and hazards which independently or in combination with any activities may result in the exposure to certain risks including exposure to coronavirus (Covid-19), or to other biological agents, virus or similar bacteriological agent, and to the risk of being quarantined, or to illness that may result in medical care, hospitalization or death (the cause, condition and resulting harm hereinafter "Covid-Related Concerns").

I am over the age of 18 and legally competent to sign this form. I understand the inherent risks and dangers involved with participation in the school providing their services and acknowledge the existence of risks which are not obvious or predictable. I intend this release to extend to injury or loss which results from both obvious or predictable risks, as well as risks that are unpredictable and not obvious which extend to myself, my child/student, and my family. I/we understand that we are in dynamic times with issues arising from Covid-19, and I have an obligation—independent and separate from HCS—to stay current regarding "Covid-Related Concerns" and best practices so that I can make the most appropriate decisions for my family with respect to participating in HCS programming. I will not rely on HCS for that information. I recognize that the fact that HCS may be offering certain programming does not mean participation in that programming is appropriate for my child/family.

By signing this document, I agree:

1. To conduct a daily health screening to ensure that my/our children do not enter the HCS campus (or attend any off-campus HCS activity) if they have any known Covid-19 related symptoms or if I have any concerns about their health or the health of others who will be on campus. I understand Covid-19-related symptoms are evolving, and I will make reasonable efforts to stay current with published information (both from HCS and outside sources) as to what symptoms may indicate the presence of Covid-19.
2. That neither I/we nor my/our children will enter the campus of HCS if I/we/they have been exposed to another person who has had an active case of Covid-19 within the previous 14 days. Exposure to a Covid-19 case is defined in August 2020 by the CDC as being within 6 feet for more than 15 minutes, providing patient care, having direct physical contact (hugging, hand-shaking, etc.), sharing eating or drinking utensils, or absorbing respiratory droplets from a sneeze or cough.
3. To allow authorized HCS personnel to take my child's temperature without further permission at any time for the purpose of attempting to ensure a healthy-only campus environment.
4. That I will continue to assess and make decisions about my family's participation in HCS programming and "Covid-Related Concerns" based on information sources separate from HCS, and I will stop participation immediately if I believe my family's involvement poses a danger to my family or to any other person.

In consideration of myself and my child/student, I/we, and any legal representatives, heirs and assigns, hereby release, waive, and discharge HCS, its officers, directors, employees, agents, and representatives from all

liability for any loss or damage, and any claim for damages resulting therefrom, on account of any injury, illness or exposure (including but not limited to medical expenses, injury and/or death) relevant to “Covid–Related Concerns” suffered by me or by my child/student as a result of attendance at and participation in the HCS program.

I agree to indemnify HCS, its officers, directors, employees, agents, and representatives from any loss, liability, damage, or cost whether caused by HCS or otherwise that may be incurred due to my child/student/family member participation in HCS programming. I fully understand that risks exist (and that some risks may be unknown) with respect to participation in HCS programming and “Covid-related Concerns”, and I, on my behalf and behalf of my family, agree to assume those risks, known or unknown.

This notice, release and indemnity agreement contains the entire agreement between and among the parties hereto, and the terms of this release are contractual and not a mere recital.

The parties to this agreement hereby agree that the interpretation and enforceability of this Release shall be governed by the laws of the state of Montana. I expressly agree that this release, waiver, and indemnity agreement is intended to be as broad and inclusive as permitted by applicable laws and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

I understand that by signing this agreement, I am giving up, on behalf of my child/student and myself/family, certain legal rights and remedies including the right to recover damages in the event of death, personal and/or bodily injury of any kind, property loss or damage, expenses of any nature whatsoever including attorney's fees, and other losses that my student(s)/family or that I may sustain in association with my family's participation in the program.

**I have carefully read the foregoing release and know and understand the contents thereof. I sign this release voluntarily with full knowledge of its significance, intending to be legally bound thereby.**

**By selecting the “I Accept” button, you are signing this Agreement electronically. You agree your electronic signature is the legal equivalent of your manual signature on this Agreement. By selecting “I Accept” you consent to be legally bound by this Agreement's terms and conditions.**

Note: BOTH PARENTS/GUARDIANS MUST COMPLETE this agreement prior to a student attending HCS for the fall school year. If the student is participating in high school fall sports, then the form must be completed prior to the first practice.

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Family Name (Please Print)

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Parent/Guardian Signature

Date

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Parent/Guardian Signature

Date