

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

The novel coronavirus, COVID-19, ("**COVID-19**") has been declared a worldwide pandemic by the World Health Organization. **COVID-19 is extremely contagious** and is believed to spread different ways, including without limitation person-to-person contact. As a result, federal, state, and local governments and federal and state health agencies recommend social distancing (i.e., persons not being within 6-10 feet of each other) and have, in many locations, prohibited the congregation of groups of people.

Evangelical Christian School ("**ECS**") has put in place certain preventative measures intended to reduce the spread of COVID-19; however, ECS **cannot guarantee** that your student(s) will not become infected with COVID-19 while on the campus of ECS. Further, **attending activities at ECS could increase** your student(s)' and family's risk of contracting COVID-19.

By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that my student(s) may be exposed to, or infected by, COVID-19 by attending physical activity and workouts at ECS ("**ECS Workouts**") and that such exposure or infection may result in personal injury, illness, permanent disability, and/or death. I understand that the risk of becoming exposed to or infected by COVID-19 at ECS may result from the actions, omissions, or negligence of my student(s) and others, including, but not limited to, ECS employees, staff, volunteers, contractors, agents and representatives (collectively, "**ECS Representatives**").

I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to my student(s) and family including, but not limited to, personal injury, disability, death, illness, damage, loss, claim, liability, or expense, of any kind, that my student(s) or family may experience or incur in connection with my student(s)' attendance at ECS or participation in ECS Workouts. On my behalf, and, to the extent permitted by applicable law, on behalf of my children, I hereby release, covenant not to sue, discharge, protect, indemnify and hold harmless all ECS Representatives of and from any and all liabilities, claims, actions, damages, costs or expenses (including without limitation attorneys' fees and court costs) of any kind arising out of, or relating to, the ECS Workouts. I understand and agree that this agreement includes any actions, omissions, or negligence of ECS Representatives whether a COVID-19 infection occurs before, during, or after participation in any ECS Workouts. The undersigned further agrees and acknowledges that this agreement is intended to be as broad and inclusive as permitted by the laws of the State of Tennessee, and that if any portion of the agreement is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

Print Name of Student

Signature of Student

Date

Signature of Parent/Guardian (if applicable)

Date