

CALVARY CHRISTIAN SCHOOL COVID-19
NOTICE, RELEASE AND INDEMNIFICATION AGREEMENT
(Student Version)

The novel coronavirus, which causes the illness known as COVID-19 (hereinafter “COVID-19”) has been declared a worldwide pandemic by the WORLD HEALTH ORGANIZATION (“WHO”) and the CENTER FOR DISEASE CONTROL (“CDC”). COVID-19 is very contagious and is believed to spread mainly from person-to-person contact.

CALVARY CHRISTIAN SCHOOL (hereinafter “CCS”), which is a ministry of CALVARY BAPTIST CHURCH OF COVINGTON, KENTUCKY, INC. (hereinafter “CBC”) has put in place preventative measures to reduce the spread of COVID-19; however, CCS cannot guarantee or assure you that you or your child/student (which term shall include a child for whom you are the guardian) will not become infected with COVID-19 after attending classes, athletic practices and/or competitions, and performing arts practices and programs, activities and events at, sponsored, arranged or allowed by CCS. Attending these school events and others not specified could increase your child/student’s risk of contracting COVID-19.

CCS is hereby providing notice to me/us that it currently intends to open its educational and school program for the 2020-21 school year. I/we understand that, even though CCS has gone to great lengths to provide a safe and healthy environment, CCS cannot protect my/our child/student and/or me/us from risks, which may be encountered as a result of my/our child/student attending CCS. I/we realize there are natural, mechanical, and environmental conditions and hazards which independently or in combination with any activities engaged in while participating in this program may result in the exposure to certain risks including exposure to COVID-19, or other biological agents, a virus, or similar bacteriological agents, and the risk of being quarantined, or contracting an illness that may result in medical care, hospitalization or death.

I/we hereby state that I/we, on behalf of my/our child/student and myself/ourselves, am/are an adult/adults, over the age of 18, and legally competent to sign this form. I/we understand these inherent risks and dangers involved with participation in the school providing its educational program and acknowledge the existence of risks which are not obvious or predictable, and hereby 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, and to extend to myself/ourselves and my/our child/student, as applicable.

In consideration of myself/ourselves and my/our child/student being accepted for participation in CCS’s educational and school program, I/we, and on behalf of myself/ourselves, and my/our legal representatives, heirs and assigns, hereby release, waive, and discharge CBC and its ministry, CCS, their officers, directors, deacons, trustees, employees, agents, and representatives, from any and all liability for any and all loss or damage, and any claim or damages resulting therefrom, on account of any injury or illness from or exposure to COVID-19 and/or from contracting COVID-19 or from other biological agents, a virus, or similar bacteriological agent, as a result of my/our child’s/student’s or my/our attendance at or participation in CCS’s educational program, including, but not limited to, any medical expenses, injury and/or death.

I/we on behalf of myself/ourselves, and my/our legal representatives, heirs and assigns, hereby agree to indemnify CBC and its ministry, CCS, as well as their officers, directors, deacons, trustees, employees, agents, and representatives, from any claims for damages asserted by or on behalf of my/our child, any spouse of the undersigned, any family member of the undersigned, any family member of the child/student, and any other person or entity, for any loss, liability, damage, or cost that may be incurred due to my child's/student's participation in the CCS programs, whether caused by negligence of CBC or CCS, or otherwise. I/we fully understand, on my/our own behalf and on behalf of my/our child/student, the risks associated with the aforementioned participation and assume any risk associated therewith.

This Notice, Release and Indemnification 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 Release hereby agree that the interpretation and enforceability of this Release shall be governed by the laws of the Commonwealth of Kentucky.

I/we expressly agree that this Release 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/we understand that by signing this agreement I/we am/are giving up on behalf of my/our child/student and myself/ourselves certain legal rights and remedies including the right for my/our child/student and/or myself/ourselves to recover damages in the event of death, illness, 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/our child/student or that I/we may sustain in association with my/our child's/student's or my/our participation in CCS's educational program.

I/WE HAVE CAREFULLY READ THE FOREGOING NOTICE, RELEASE AND INDEMNIFICATION AGREEMENT AND KNOW AND UNDERSTAND THE CONTENTS THEREOF. I/WE SIGN THIS RELEASE VOLUNTARILY AS MY/OUR OWN FREE ACT WITH FULL KNOWLEDGE OF ITS SIGNIFICANCE, INTENDING TO BE LEGALLY BOUND THEREBY.

Student Printed Name and Grade: _____

Parent/Guardian Printed Names: _____

Parent/Guardian Signatures: _____

Date: _____