

In-person athletics and activities Summer 2020

PARTICIPATING STUDENT WAIVER AND RELEASE OF CLAIMS

As a result of the COVID-19 pandemic, Cherry Creek School District #5 (the “District or “Cherry Creek”) will hold modified in-person summer workouts/practices/meetings in accordance with “Guidance for Children’s Day Camps and Youth Sports Camps” published by the Colorado Department of Public Health and Environment. The format of these workouts/practices/meetings will be sport/activity specific as outlined by:

1. The National Federation of State High School Associations Sports Medicine Advisory Committee.
 2. The Colorado High School Activities Association (CHSAA).
 3. Local, state, and federal government agencies.
- Participants will be allowed to participate in summer workouts/practices/meetings held at District facilities.
 - No family members or guests will be permitted to enter the location of the summer workouts/practices/meetings or gather for social interactions. While waiting for their children, parents/guardians should remain in their vehicles in the parking lots.

PARTICIPATION IN SUMMER WORKOUTS/PRACTICES/MEETINGS BY DISTRICT STUDENTS IS STRICTLY VOLUNTARY. NO DISTRICT STUDENT WILL BE PENALIZED IN ANY WAY FOR FAILURE TO PARTICIPATE.

For those District students who will participate in District summer workouts/practices/meetings, the following permission form with waiver and hold harmless agreement must be signed by the parent/guardian *and* the District student.

PERMISSION/REQUEST TO PARTICIPATE:

WARNING: Participation in interscholastic athletics includes a risk of injury, which may range in severity from minor to long-term catastrophic. Players must obey all safety rules, report all physical problems to their coaches or athletic trainers, follow a proper conditioning program, and inspect their own equipment daily. In addition, because of the frequent proximity of players involved in athletics, there is a risk that a player(s) may become sick with COVID-19 (Coronavirus). Players must obey all COVID-19 related rules and guidelines as posted. By signing this permission form, I acknowledge reading and understand this warning and the risks assumed. I hereby give my consent for my child to participate in summer workouts/practices/meetings sponsored by the District.

Please complete the following statements as applicable:

I, _____(name), affirm that I am the parent or legal guardian (the “Parent/Guardian”) of the following named Cherry Creek student, _____ (the “Student”). I hereby give permission for the Student to participate in the summer workouts/practices/meetings that will be held at various District facilities throughout the summer of 2020.

INSURANCE ACKNOWLEDGMENT

Cherry Creek School District #5 DOES NOT carry any form of accident or medical insurance to pay medical costs should your child be injured or become ill with COVID-19. For a student to participate in District athletics, parents/guardians must carry adequate health insurance or be enrolled in an independently offered insurance program for their child. Information on available insurance options can be found at kandkinsurance.com.

_____. 1. I maintain adequate personal health and accident insurance for my child.

____ 2. I have enrolled my child in an accident insurance program through K & K Insurance (kandkinsurance.com) or a similar insurance program. If my child participates in football, I have purchased this option.

Insurance Company _____

(Please Print)

(If I have insurance policy changes, it is my responsibility to notify the school's athletic office.)

PARENTS'/GUARDIAN'S AND STUDENT'S REPRESENTATIONS:

In consideration of the District allowing the Student to participate in the summer workouts/practices/meetings, and as an express inducement therefor, the Parent/Guardian and Student hereby state, affirm, and agree to the following:

1. The Parent/Guardian and the Student have no reason to believe that the Student has COVID-19.
2. The Student does not have any of the following symptoms: fever, cough, shortness of breath, fatigue, muscle pain, chills, headache, diarrhea, nausea, sore throat, or any other symptoms associated with COVID-19.
3. If the Student has such symptoms, the Parent/Guardian and the Student believe that the symptoms are caused by an illness, injury or condition that is not related to COVID-19.
4. Within the past 14 days the Student has not had close contact with a person having or suspected of having COVID-19.
5. Within the past 14 days, neither the Student nor anyone in the Student's household has traveled to any country, state, or city with widespread COVID-19 diagnoses.
6. The Parent/Guardian and Student understand that the World Health Organization, the US Center for Disease Control, and the Governor of the State of Colorado have declared a global, nationwide and statewide pandemic of the coronavirus that causes the disease called COVID-19, that there is currently no vaccine or medical cure for COVID-19, that the coronavirus that causes the disease is said to be extraordinarily easy to transmit between people, and that gatherings of large numbers of people or people in close proximity to one another are believed to be the main cause of the spread of COVID-19. Accordingly, any gathering of people, including the summer workouts/practices/meetings, is or can be inherently dangerous and unpredictable, and that serious illness or even death can occur because of a person's participation in such an activity.
7. The Parent/Guardian, and the Student understand and agree that the Student's participation in the summer workouts/practices/meetings shall be at the Parent/Guardian's and Student's sole risk, and that, while the District seeks to do what is reasonable to ensure that participants in the summer workouts/practices/meetings are safe and protected, the District cannot guarantee the Student's safety, and expressly disclaims any representation or undertaking that the summer workouts/practices/meetings are safe for the Student and further disclaims any and all liability or responsibility for any illness or infection, including, but not limited to COVID-19, that may occur from or in connection with the summer workouts/practices/meetings.
8. The Parent/Guardian and Student affirm that they are aware of the kinds of risks the Student will face in connection with the summer workouts/practices/meetings and recognize that the District is unable to protect the Student from all such risks. The Parent/Guardian and Student expressly agree to assume such risks, and they understand the District has relied upon this assumption of risk in permitting the Student to participate in the summer workouts/practices/meetings.

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***WAIVER AND RELEASE OF CLAIMS:** The Parent/Guardian and Student hereby waive any and all claims and demands for relief, whether past or future and regardless of the legal or factual basis thereof, that could be asserted in any forum or manner whatsoever, based upon, related to, or concerning the Student's participation in the summer workouts/practices/meetings, expressly including but not limited to any claim arising from infection, illness, or death, including from COVID-19, to persons or any economic damages, including those claims based on any alleged or actual negligence, any breach of any express or implied statutory or other duty of care, or mistakes or errors in judgment of any kind, and expressly release, discharge, indemnify and hold harmless the District, its employees, Board of Education members, agents, and insurance carriers from and against any and all such claims and demands regardless of when or by whom asserted.

Print Parent/Guardian Name

Print Student Name

Address

Telephone Number

City

Zip Code

High School Attending

* Parent/Guardian Signature

*Date

*Student Signature

*Date

***Download document and physically sign both signatures. Then upload it or scan or take a photo and email it to your coach and school Athletic Director.**