



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

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. As a result, federal, state, and local governments and federal and state health agencies recommend social distancing and prohibit the congregation of groups of people. The Arizona Department of Education in accordance with the Governor's Executive Orders 2020-51, 2020-44, and 2020-41 has tasked all public schools to consider multiple county measurements that indicated the spread of COVID-19 is slowing to a degree that it is safe to in-person learning opportunities. The Pima County Health Department has established 9 measurements or matrices with the recommendation that schools open for "hybrid" or blended learning once all 9 matrices reach the "In Progress" status and resume traditional, in person learning once all categories reach the "Met" status. Currently, Pima County has "not met" all 9 matrices. Therefore, Presidio School is offering Distance Learning with on-site support services for families and students in need. Given the current spread level of COVID-there are risks to students and their families who choose to avail themselves of onsite services.

Presidio School has put in place mitigation strategies (please refer to 20/21 Presidio School Mitigation Plan) to reduce the spread of COVID-19; however, Presidio School cannot guarantee that you or your child(ren) will not become infected with COVID-19. Further, attending activities on the campus could increase your risk and your child(ren)'s risk of contracting COVID-19.

**By signing this agreement, I acknowledge** the contagious nature of COVID-19 and on behalf of myself, my child(ren), my and spouse/co-parent of child(ren) voluntarily assume the risk that my child(ren) and I, and any member of my family, may be exposed to or infected by COVID-19 by attending activities on the Presidio campus and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 while on the Presidio campus may result from the actions, omissions, or negligence of myself and others, including, but not limited to, Presidio School employees, agents and representatives, volunteers, program participants and their families and/or any other individual who may be present on school property or in attendance at any school activity. I voluntarily agree to assume, on behalf of myself, my child(ren), and my spouse/co-parent of child(ren) all risks and accept sole responsibility for any injury to my child(ren), myself and any member of my family, (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I, my child(ren) and/or members of my family may experience or incur in connection with my child(ren)'s attendance in activities or participation in Presidio School programming ("Claims"). On my behalf, and on behalf of my children and/or members of my family, I will advance no claim and I hereby release, covenant not to sue, discharge, defend, indemnify and hold harmless the Presidio School Board of Directors, its employees, agents, and representatives, of and from the Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of Presidio School, its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation in any Presidio School activity. Additionally it should be noted that the laws of the State of Arizona provide for numerous immunities for schools should something occur to a student or to the family of a student as a result of activities on school property (ARS §12-820 through §12-826). In addition to this Agreement, these immunities remain intact.



To prevent the spread of COVID-19 and reduce the potential risk of exposure to all parties, we are conducting a simple screening questionnaire with this waiver. Your participation is important to help us take precautionary measures to protect you, your child(ren) and everyone on campus. **Please circle your answers.**

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|--|-----|----|
| 1. Has your child had close contact with or been diagnosed with COVID-19 within the 30 days?   | YES | NO |
| 2. Has your child experienced any of the symptoms below in the last 14 days?<br>(fever, chills, cough, sore throat, respiratory illness, difficulty breathing, or loss of taste or smell)                              | YES | NO |
| 3. If my Child(ren) develop(s) any of the above symptoms I will keep them home, notify the Presidio School Principal and seek medical care to obtain a physician’s note stating it is safe to return to participation. | YES | NO |

If the answer is “yes” to questions 1 or 2, access to campus activity will be denied until a physician’s note is delivered to Presidio School.

Parents/guardians who have joint legal decision making must ensure that both parties sign this waiver before your child(ren) can participate in “on-site support services.”

\_\_\_\_\_  
Signature of Parent/Guardian with legal decision making rights

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name of Parent/Guardian legal decision making rights

\_\_\_\_\_  
Signature of 2<sup>nd</sup> Parent/Guardian legal decision making rights

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name of 2<sup>nd</sup> Parent/Guardian legal decision making rights

List all children for which this waiver applies:

First Name	Last Name	Grade Level