

Assumption of Risk, Waiver, Release, & Hold Harmless
Communicable Diseases and Voluntary Extracurricular Activities

I desire to participate or allow my child(ren) to participate in one or more voluntary extracurricular activities sponsored by the School Board of Bay County, Florida, and Bay District Schools (collectively, “BDS”). BDS will conduct certain extracurricular activities throughout the 2020-21 school year (hereinafter, the “Activity”).

Participation in the Activity poses risks to me and my children arising from or related to possible exposure to communicable diseases including, but not limited to, the virus “severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2),” which is responsible for the Coronavirus Disease (also known as COVID-19) and any mutation or variation thereof (hereinafter collectively “Communicable Diseases”). I acknowledge that COVID-19 has been declared as a worldwide pandemic and is believed to be contagious and spread by person-to-person contact. Federal, state, and local agencies recommend social distancing and other measures to prevent the spread of COVID-19.

The Activity will be conducted with safety protocols appropriate under the circumstances at the time. For the safety of all people involved, participants in the Activity will be required to adhere to all safety protocols and are subject to immediate removal from the Activity, without appeal, if they do not comply. Extracurricular activities are a privilege, and not a right, of public school students.

By signing this document, I acknowledge and affirm all of the statements above. I also voluntarily assume all risks that I and/or my child(ren) may be exposed to or infected by a Communicable Disease as a result of participation in the Activity, and that such exposure or infection may result in personal injury, illness, sickness, and/or death. I understand that the risk of exposure or infection may result from the actions, omissions, or negligence of myself, my child(ren), BDS staff, volunteers, or agents, or others not listed, and I acknowledge that all such risks are known to me.

In consideration of my and my child(ren) being able to participate in the Activity, I, on behalf of myself, as well as anyone entitled to act on my behalf, hereby forever waive, release, and hold the School Board of Bay County, Florida, and its employees and agents harmless from any and all claims, suits, liability, actions, judgments, attorneys’ fees, costs, and any expenses of any kind resulting from injuries or damages, grounded in tort or otherwise, to include actions, omissions, or negligence of BDS staff, volunteers, employees, or agents, that I and/or my child(ren), or our representatives, sustain during or related to my child(ren)’s participation or involvement in the Activity.

I agree that this waiver is intended to be as broad and inclusive as is permitted by the laws of the State of Florida and if any portion hereof is held invalid, it is agreed that the remainder shall continue in full legal force and effect.

Signature of Parent/Guardian Date

Signature of Student Date

Print name of Parent/Guardian

Print name of Student