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## **WAIVER OF LIABILITY, RELEASE AND ACKNOWLEDGEMENT OF RISKS ASSOCIATED WITH CORONA VIRUS (COVID-19)**

*This document affects your legal rights. You must read and understand it before signing.*

**WARNING:** This Waiver of Liability, Release and Acknowledgement of Risks (the "Waiver") is legally binding. If you require clarification on any aspect of this Waiver, please consult an attorney to seek advice on the meaning of this Waiver. **IN SIGNING THIS DOCUMENT YOU ARE WAIVING THE RIGHT TO BRING A COURT ACTION TO RECOVER COMPENSATION OR OBTAIN ANY REMEDY FOR ANY PERSONAL INJURIES, INCLUDING DEATH, THAT MAY OCCUR AS A RESULT OF YOU OR YOUR CHILD BEING EXPOSED TO OR CONTRACTING THE CORONA VIRUS (COVID-19) WHILE ATTENDING SOUTHAMPTON ACADEMY.**

1. **Acknowledgment of Risk.** I, the undersigned, on behalf of myself and each and every minor student or participant for whom I am signing this Waiver, have read and understand, and freely and voluntarily enter into this Waiver with Southampton Academy ("SA"). It is my intent to voluntarily allow my minor child or children to attend SA during some or a portion of the time in which our community is affected by the Corona Virus (COVID-19) outbreak. I acknowledge and agree that SA will take every reasonable precaution to ensure that my child or children are not exposed to sickness, to include the Corona Virus (COVID-19), including periodic cleaning and sanitizing of the facilities and engaging in practices which promote health and safety amongst the staff and students, but at this time, I acknowledge that there are known risks and potentially unanticipated risks which could result in injury, illness or disease, physical or mental damage or death to my child or children, and I have been given notice of such by and through this and/or other correspondence provided to me.

As we resume on-site education, SA is taking numerous precautions set forth in our 2020-2021 Reopening Plan ("Plan"). We encourage you to thoroughly review the Plan prior to making any decisions regarding your child/children's 2020-21 educational setting. SA is offering a virtual learning option for those who would prefer to avoid the risks inherent in choosing an on-campus option for your child's/children's education at SA. For those who desire the on-campus option, SA must require that you carefully review and sign this document as a condition to your sending your child or children for on-campus classes and other on-campus activities.

2. **Rules and Safety Measures.** I acknowledge that the safety precautions being taken by SA have been explained to me and I have had the opportunity to ask any questions. I agree to comply with all rules and regulations and safety precautions and to follow the instructions of the Headmaster and/or staff at SA. I understand that the staff and employees of SA are not medical personnel, and they are acting in accordance with the applicable governmental policy and procedures to the best of their ability.

We ask that you understand and acknowledge that mitigation of the potential effects of Corona Virus (COVID-19) is a shared responsibility of SA and each of our families, including both the parents/guardians and the student to the extent that such responsibility is developmentally appropriate. Accordingly, you must agree to fully understand and implement the parent/guardian obligations in the Plan. Specifically, and not by way of limitation, you must not permit any child who is experiencing any symptoms associated with Corona Virus (COVID-19) to attend on campus; further, you must notify the school of your child's symptoms. If your child tests positive for Corona Virus (COVID-19) (whether or not he/she is displaying symptoms) or is otherwise diagnosed as Corona Virus (COVID-19) positive, you must assist the school and public health authorities in contact tracing. In addition, if your child is experiencing any symptoms after arrival at the school, you will be contacted and required to pick up your child within 30 minutes. All of these responsibilities are critical to the health of your child, our other students, our faculty and staff, and our being able to provide on-campus education this year.

3. **Acceptance of Risk and Responsibility.** With knowledge of the aforementioned, and as an inducement to allow attendance on-campus at SA during the Corona Virus (COVID-19) outbreak, I hereby understand that I am agreeing to assume the risks of allowing my child to attend SA for the duration of the Corona Virus (COVID-19) outbreak, knowing that his or her attendance may result in his or her exposure to

or the contracting of the Corona Virus (COVID-19), since such may not be completely prevented regardless of any actions taken by SA to avoid the same.

4. **Indemnity and Waiver of Liability.** With knowledge of the aforementioned, and as an inducement to allow attendance on-campus at SA, I hereby agree to indemnify and hold harmless and to waive all possible liability, claims, suits, costs, expenses, losses, medical fees, attorney's fees, or other related causes of action for damages against SA, or the owners, directors, officers, employees, and staff members of the same in a personal or representative capacity, including but not limited to, such claims that may result from my minor child's or children's injury or death associated with the Corona Virus (COVID-19) outbreak, during or arising in any way from attendance at SA, whether that injury or death may result from my or my minor child's or children's own negligence or the negligence of another student at SA. This waiver shall be binding upon me and my minor child or children, as well as upon our assigns, heirs, representatives, executors, guardians, and administrators, committee or anyone acting for one or more of us in any legal capacity.

5. **Uncertainty of Causation.** I recognize that should my child or children contract Corona Virus (COVID-19) and become ill, it would be very difficult to determine with confidence whether exposure to Corona Virus (COVID-19) occurred at SA, at a school activity, or somewhere entirely apart from SA, and this uncertainty contributes to my willingness to grant this Waiver.

6. **Consent to Emergency Medical Care.** I authorize and consent to any emergency medical care which may be required and administered as a result of injury or sickness which becomes necessary while my minor child or children are in attendance at SA.

7. **Reimbursement.** I agree to fully reimburse SA for any costs or expenses associated with rescue, transportation or emergency medical care costs incurred on behalf of my minor child or children while at a facility operated by SA. Any amount owing by me hereunder which is not paid by me on its due date shall bear an additional six percent (6%) interest per annum.

8. **Severability/Venue.** This Waiver shall be construed in such manner as will render each provision fully enforceable; but if any provision of this Waiver shall be deemed unenforceable, such portion shall be deleted and the remainder of this Waiver shall continue in full force and effect. This Waiver shall be governed by Virginia law and any dispute or claim arising hereunder shall be brought exclusively in the Circuit Court for the County of Southampton, Virginia.

9. **Guardianship.** If this Waiver is executed for and on behalf of a minor child or children named below, I warrant and represent that I am the legal parent or guardian of such minor, with full rights of custody and control; that this Waiver is given on behalf of and is binding on said minor participant, their heirs, personal representatives, successors and assigns or any legal representative acting on their behalf.

10. **Rights Accrual.** Each and every right and benefit of SA shall also accrue to the benefit of each officer, agent, director, shareholder, member, partner, heir-at-law, personal representative, successor and assign of SA, including, without limitation, every waiver, release, indemnification and agreement to hold harmless.

**PARENT OR GUARDIAN SIGNATURE**

I am the parent or legal guardian of the minor child identified below, and on the minor's behalf and on my behalf and on behalf of all other parents or legal guardians of the minor, I accept this Waiver as inducement for allowing my minor child or children to attend Southampton Academy during the Corona Virus (COVID-19) outbreak. I further authorize any emergency medical care which may be necessary during any time when my minor child or children are in the care of Southampton Academy. I represent and warrant that I have authority to give this release.

Print Minor's Name: \_\_\_\_\_

Print Parent or Guardian's Name: \_\_\_\_\_

Parent or Guardian's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Contact Number for Parent or Guardian: \_\_\_\_\_