

WAIVER AND RELEASE OF LIABILITY RELATING TO COVID-19 FOR PARTICIPATION IN ATHLETIC PROGRAMS

SARS-C0V-2, the virus causing the COVID-19 illness, is extremely contagious and is believed to spread mainly from person-to-person contact and through respiratory droplets. COVID-19 may also spread from asymptomatic or pre-symptomatic individuals. Spread is more likely when people are in close contact with one another. Evidence has shown that COVID-19 can cause serious and potentially life-threatening illness and even death.

Participating in activities with other individuals, in any capacity during this time of pandemic, hold an inherent risk of a student becoming infected and potentially then infecting other individuals, such as household members. Saint Bede Academy cannot prevent your student from becoming exposed to, contracting, or spreading COVID-19 while participating in the school's athletic programs. Specifically, participation in the athletic programs may entail being within a confined space with other individuals. Therefore, if you choose to allow your student to participate in Saint Bede Academy's athletic programs, your student may be exposed or may contract COVID-19.

ASSUMPTION OF RISK: I have read and understood the above warning concerning COVID-19. I hereby knowingly and voluntarily accept and assume the risk that I and my student may be exposed to, infected by, and/or contract COVID-19 for myself and/or my student participating in Saint Bede Academy's athletic programs. My student's ability to participate in Saint Bede Academy's athletic programs is of such value to my student and me that I accept and assume all risks, hazards, and losses related to being exposed to, contacting, and/or spreading COVID-19.

I understand and acknowledge that Saint Bede Academy cannot guarantee any student's safety from COVID-19 while participating in its athletic programs. I agree that my student and I are personally responsible for our safety and actions while participating in Saint Bede Academy athletics. My student and I agree to and comply with all school policies and rules, including, but not limited to, school policies, guidelines, signage, and instructions.

WAIVER OF LAWSUIT/LIABILITY: In consideration for my student's participation in Saint Bede Academy athletic programs, I hereby, for myself, my student, and on behalf of my and my student's heirs, executors, administrators, successors, agents, assigns, and representatives, knowingly and voluntarily forever release, covenant not to sue, and fully waive our right to bring suit against Saint Bede Academy and Saint Bede Abbey and its board members, officers, agents, representatives, employees, insurers and all other persons in their related and official capacities (referred to collectively as the "Released Parties") in connection with exposure, infection, and/or spread of COVID-19 related to my student's participation in the schools athletic programs.

INDEMIFICATION: In consideration for my student's participation in Saint Bede Academy's athletic programs, I hereby knowingly and voluntarily agree to indemnify, hold harmless, and defend the Released Parties from and against any and all liability or present or future claims or lawsuits for injury, including, but not limited to, personal injury, death, disease or property losses, damages, and/or and other losses whether known or unknown, whether arising form the negligence of the released parties or other, including claims for attorney's fees, arising out of or in any way connected with exposure, infection, and/or spread of COVID-19 related to my student's participation in Saint Bede Academy's athletic programs.





CHOICE OF LAW: I understand and agree that the law of the State of Illinois will apply to this contract. The terms of this agreement do not limit the immunities available to Saint Bede Academy under Illinois and federal law. I understand that this Waiver and Release is intended to be as broad and inclusive as permitted by the laws of the State of Illinois, and I agree that if any portion is held invalid, the remainder of the Waiver and Release will continue in legal force and effect.

I ACKNOWLDEGE THAT I HAVE CAREFULLY READ AND FULLY UNDERSTAND ALL PROVISIONS OF THIS WAIVER AND RELEASE AND HAVE HAD THE OPPORTUNITY TO ASK ANY QUESTIONS RELATED TO IT. I FULLY UNDERSTAND THAT BY SIGINING THIS FORM I AM GIVING UP LEGAL RIGHTS AND/OR REMEDIES THAT MAY OTHERWISE BE AVAILABLE AND I FREELY AND KNOWINGLY ASSUME THE RISK AND VOLUNTARILY WAIVE MY RIGHTS CONCERNING LIABILITY AS DESCRIBED ABOVE.

STUDENT NAME (PRINTED)

STUDENT SIGNATURE

DATE

PARENT NAME (PRINTED)

PARENT SIGNATURE

DATE

