

Release of Liability & Assumption of Risk COVID-19 Addendum

I, Dan Wyrick, am complying with guidance and taking reasonable steps to mitigate the risk of spreading COVID-19. I cannot completely eliminate the risk and I cannot guarantee that student/s will not become infected with COVID-19 or any other infectious disease, virus, or communicable disease as a result of attending my in-person classes. However, I wish to take reasonable steps to mitigate the risk of such infections. Consequently, for the safety of students, parents, and others, I require all persons participating in my classes to acknowledge an assumption of the risk, waive (i.e. release) liability, and agree to abide by the required health-related protocols applicable to my place of business.

Assumption of Risk

By signing this agreement, I understand and acknowledge the contagious nature of Contagions (including but not limited to COVID-19) and voluntarily assume the risk that my student/s may be exposed to or infected by a contagion (including but not limited to COVID-19) while participating in class and class-related activities, 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 a Contagion (including but not limited to COVID-19) may result from the actions, omissions, or negligence of myself and others, including, but not limited to, students and parents, and staff, and/or representatives. I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any harm, loss, or injury to my student/s and/or myself including, but not limited to, illness, personal injury, disability, and death may experience or incur in connection with my classes and class-related activities.

Waiver of Liability

In consideration for Dan Wyrick providing classes and class-related activities to my student/s, I hereby release, covenant not to sue, discharge, and hold harmless Dan Wyrick and any staff and/or representative, of and from the claims, including all liabilities, 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 or other conduct of Dan Wyrick, staff, and/or representative, whether a contagion (including but not limited to COVID-19) infection occurs before, during, or after participation in classes, or class-related activities. I further agree that I shall indemnify and defend Dan Wyrick, staff and/or representatives against any claims.

I, as parent or guardian, agree to the following statements:

- To the best of my knowledge, my child/children has/have not been exposed to anyone with COVID-19 symptoms or diagnosis for at least 14 days prior to signing this document.
- I, as parent or legal guardian, will conduct a health check of my child and/or children every day prior to class, and will keep any child home if exhibiting COVID-19 symptoms, including a fever over 100 degrees, difficulty breathing, sore throat, cough, loss of taste, or a headache.
- I, as parent or legal guardian, will not allow my child/children with symptoms to attend class until seven days after the symptoms have subsided or until the presentation of a negative COVID-19 test.
- I, as parent or legal guardian, ensure that my child/children will follow all infectious disease protocols, which may include wearing a mask, social distancing, regular handwashing, and the use of hand sanitizer.

Agreement to Abide by Governmental Health-Related Policies

Dan Wyrick agrees to adhere to all health-related guidance and requirements from federal, state, local, tribal, county, school, and/or territorial health agencies.

Dan Wyrick agrees to implement Basic Infection Prevention Measures as required by the San Joaquin County Public Health Department and good hygiene and infection control practices when applicable and/or required.

Dan Wyrick agrees to adhere to all recommended governmental (CDC) policies and procedure recommendations for Prompt Identification and Isolation of Sick People.

Dan Wyrick agrees to adhere to all current health related guidance and requirements from federal, state, local, tribal, county, school and/or territorial health agencies.

I HAVE READ THIS ASSUMPTION OF RISK AND WAIVER OF LIABILITY AND AGREEMENT TO ABIDE BY GOVERNMENTAL HEALTH-RELATED PROTOCOLS, AND FULLY UNDERSTAND ITS TERMS.

Student's Name _____

Date _____

Parent's Name _____

Parent's Signature _____