

**Waiver and Release of Liability Relating to Coronavirus/COVID-19
for Children of Certified Employees to Stay At School After Dismissal Time**

SARS-CoV-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 be spread from asymptomatic or pre-symptomatic individuals. Spread is more likely when people are in close contact with one another (within about 6 feet). Evidence has shown that COVID-19 can cause serious and potentially life threatening illness and even death, including, but not limited to, complications such as respiratory failure, acute respiratory distress syndrome, cardiac injury, liver injury, infections, among other known and unknown illness and injury.

Being in close proximity to other individuals, in any capacity during this time of pandemic, holds an inherent risk of a child becoming infected and potentially then infecting other individuals, such as their household members. Carrollton Community Unit School District No. 1 (“the District”) cannot prevent your child from becoming exposed to, contracting, or spreading COVID-19 while utilizing the MOU option. Therefore, if you choose to utilize the voluntary option of allowing your dependent child to stay in your classroom after student dismissal time as memorialized in the memorandum of understanding between the District and the Carrollton Education Association, IFT, Local 3997, dated 7/29/2020, (hereinafter referred to as “the MOU option”), your child may be exposed to and/or may contract COVID-19. Please consult your child’s primary care physician about this risk and any increased risk that may be caused by any pre-existing health conditions your child may have, prior to utilizing the MOU option.

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 may be exposed to, infected by, and/or contract COVID-19 for myself and/or my child by utilizing the MOU option and that such exposure or infection may result in quarantine, personal injury, illness, permanent disability, and/or death. My ability to utilize the MOU option is of such value to my child and me that I accept and assume all risks, hazards and losses related to being exposed to, contracting, and/or spreading COVID-19.

I understand and acknowledge that the District cannot guarantee any child’s safety from COVID-19 while utilizing the MOU option. I understand that the District has made no representations regarding the safety of utilizing the MOU option and that I have had the opportunity to discuss the MOU option’s conditions prior to participation.

I agree that my child and I are personally responsible for our safety and actions while utilizing the MOU option. My child and I agree to comply with all District policies and rules, including, but not limited to, all conditions contained within the memorandum of understanding between the District and the Carrollton Education Association, IFT, Local 3997, dated 7/29/2020, District policies, guidelines, signage, and instructions.

WAIVER OF LAWSUIT/LIABILITY: In consideration for my ability to utilize the MOU option, I hereby, for myself, my child, and on behalf of my and my child’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 Carrollton Community Unit School District No. 1 and its board members, officers, agents,

representatives, employees, insurers and all other persons in their individual and official capacities (referred to collectively as the “Released Parties”) in connection with exposure, infection, and/or spread of COVID-19 related to utilizing the MOU option. I understand that this waiver means I give up my right to bring any claims or lawsuits for injury including, but not limited to, personal injury, death, disease or property losses, damages and/or any other losses, including, but not limited to, claims of negligence and give up any claim I may have to seek damages, whether known or unknown, foreseen or unforeseen.

INDEMNIFICATION: In consideration for my ability to utilize the MOU option, 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 any other losses, whether known or unknown, **WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASED PARTIES OR OTHERS**, 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 utilizing the MOU option.

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 the District 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 ACKNOWLEDGE 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 SIGNING 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 VOLUNARILY WAIVE MY RIGHTS CONCERNING LIABILITY AS DESCRIBED ABOVE.

Child Name(s) (printed)

Parent Name (printed)

Parent Signature

Date