

**AVERILL PARK CENTRAL SCHOOL DISTRICT  
COVID-19 ATHLETIC PARTICIPATION WAIVER**

On January 22, 2021, the Governor of New York State and the New York State Department of Health (NYSDOH) authorized the commencement of certain high risk winter sports effective February 1, 2021 as may be authorized by local county departments of health and local schools. NYSDOH updated its “Interim Guidance for Sports and Recreation During the COVID-19 Public Health Emergency” (“Sports Guidance”). In pertinent part, the Sports Guidance permits high-risk sports and recreation activities, including school athletic competitions and tournaments, to commence on February 1, 2021.

As with any sport, participation may increase the risk of injuries to students. In light of the COVID-19 pandemic, participation may also increase the risk of exposure to and illness from infectious diseases, including the novel coronavirus (i.e. COVID-19). COVID-19 may spread easily from person to person, and may result in serious illness, debilitating injury or death. At this time, the long term effects of contracting COVID-19 remain unknown.

By participating in the District’s athletic program, your child may be exposed to the risk of contracting and/or transmitting COVID-19. While certain guidelines, practices, and preventive measures may reduce the risk, the risk of serious illness and/or death through participation may still occur. It is the responsibility of each Parent and/or legal guardian to evaluate and determine whether they are comfortable with assuming the risk of their child’s participation in sports.

**Assumption of Risk for COVID-19:** I understand that my child, [REDACTED]’s participation in the District’s athletic program is voluntary and is not required. I acknowledge that I have carefully read the above; understand the risk of contracting, transmitting, being exposed to and/or injured from COVID-19, and voluntarily assume such risks, including the risk of serious illness, debilitating injury, or death to my child and myself. By signing below, I further acknowledge that I understand that the risk of exposure to, contracting, or spreading COVID-19 may result from the acts, omissions, or negligence of myself and others, including but not limited to the District employees, agents, representatives, volunteers; other students, program participants, and their families; and/or other individuals who may be present in school facilities or in attendance at any school activity. I knowingly assume such risks, including the risk of serious illness, debilitating injury, or death to my child and myself.

**Cooperation Acknowledgement:** I acknowledge that in order for my child to be eligible for and/or participate in the District’s athletic program, certain requirements may be imposed by the District, NYSDOH, and/or the Rensselaer County Public Health Department (“RCPHD”) to reduce the transmission of COVID-19. I agree that my child and I will comply with any conditions established for participation regarding protection against infectious diseases as adopted by the School District and/or local and state Department of Health, including but not limited to, adherence to any isolation or quarantine orders and case investigations.

**Waiver of Liability/Hold Harmless:** In consideration for providing my child the opportunity to participate in the District’s athletic program, I voluntarily agree to waive and discharge any and all claims against the District, related to or arising out of COVID-19, and voluntarily release the District from liability for any exposure to or illness or injury from COVID-19, including claims for negligent actions of the District, its employees, agents, representatives, and volunteers related to or arising out of COVID-19, on behalf of myself and my child to the fullest extent allowed by law. In consideration for providing my child the

opportunity to participate in the District’s athletic program, I agree to release, discharge, and hold harmless the District, its employees, agents, volunteers, and representatives from all liability, claims, causes of action, or demands, including attorney fees, fines, fees, or other costs (e.g. medical costs) arising out of any exposure to or illness or injury from COVID-19.

**IN SIGNING THIS HOLD HARMLESS, RELEASE AND WAIVER OF LIABILITY AGREEMENT, I ACKNOWLEDGE AND REPRESENT THAT I have read the AGREEMENT, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written Agreement, have been made.**

\_\_\_\_\_  
Print Student Name                      Student Signature (if Student is 18 or over)                      Date

**\*\*\*\*PARENT/LEGAL GUARDIAN CERTIFICATION\*\*\*\***

By signing below, I, the undersigned parent/legal guardian, certify that I am the parent/legal guardian of the above-named student, who is a minor child, and that I am requesting that my minor child be able to participate in the Activity and that I agree, on my own behalf and on behalf of my minor child, including my and/or the minor child’s representatives, executors, administrators, heirs and assigns, that I am bound, and that my child, is bound by each and every term of this HOLD HARMLESS, RELEASE AND WAIVER OF LIABILITY AGREEMENT.

Athlete Name: \_\_\_\_\_ Grade: \_\_\_\_\_ Sport: \_\_\_\_\_

Parent or Student (age 18 or older) Signature: \_\_\_\_\_