ACKNOWLEDGEMENT OF RISK, WAIVER OF LIABILITY REGARDING VOLUNTARY PARTICIPATION IN ATHLETICS AND OTHER ACTIVITES

On behalf of myself and on behalf of my minor child who is enrolled in Davie County Schools ("DCS"), as his/her parent and/or legal guardian, our heirs, executors, administrators, and assigns fully acknowledge, understand, and agree to the following:

- a. COVID-19 and related infections and conditions are extremely contagious and in light of the pandemic inherently presents a risk to participants in DCS Athletics.
- b. It is my duty to fully inform my minor child of the numerous risks and potential dangers associated with COVID-19 and related conditions, including SUFFERING, SEVERE PERSONAL INJURY OR DEATH AND EXPOSING OTHERS TO COVID-19 or other infectious disease, including but not limited to MRSA.
- c. My child's PERSONAL SAFETY CANNOT BE GUARANTEED.
- d. My child's participation in the DCS Athletics and/or other extracurricular activities is completely voluntary, and I believe and have determined that I am willing to and assume the risk of my child participating in these activities, including specifically the known risk and danger associated with COVID-19 and related conditions.
- e. I hereby release and hold harmless the Davie County Board of Education, its officers, directors, employees volunteers and sponsors (the "Releasees") from legal liability and any and all actions, suits, damages, claims or judgments for damages or expenses (including reasonable attorneys' fees and costs), that may result from any personal injury, illness, disability, death, or loss or damage to person or property, or any other claim demand, action or right of actions of whatever kind or nature, either in law or in equity, whether related to COVID-19 or otherwise regardless of fault, whether arising from the negligence of the Releasees or otherwise, to the fullest extent permitted by law.
- f. I agree that this Release and Waiver of Liability is intended to be as broad and inclusive as is permitted by law, and that if any portion of it is held invalid by an appropriate court of competent jurisdiction, the balance shall, notwithstanding, continue in full legal force and effect.
- g. I have read and voluntarily signed this Agreement, and further agree that no oral representations, statements, or inducements apart from the foregoing written agreement have been made.

| Student Name and Date of Birth: | |
|---|--|
| Signature of Demont and Jon Legal Counties. | |
| Signature of Parent and/or Legal Guardian | |
| Signature of DCS Student | |
| Date | |