

**WAIVER/RELEASE FOR COMMUNICABLE DISEASES INCLUDING COVID-19 WAIVER OF LIABILITY,
RELEASE OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT**

The Marysville Exempted Village School District has put in place preventative measures to reduce the spread of COVID-19 including following the directives and guidelines from the Governor, the Ohio Department of Health, and our county health department.

ASSUMPTION OF RISK: The Marysville Exempted Village School District Board of Education cannot guarantee that you or your child(ren) will not become infected with COVID-19, which is highly contagious and is spread by person-to-person contact. Further, attending and participating in Pedal with Pete Columbus (“Activity or Event”) could increase your risk and your child(ren)’s risk of contracting COVID-19. Participant recognizes and assumes that risk, including possible exposure to COVID-19, and agrees to participate in the Activities or Events despite that risk.

In accordance with the most recent guidance and protocols issued by relevant federal, state and local authorities, Participant hereby agrees, represents and warrants that:

1. Neither Participant nor their family members, wards or guests shall participate in any Activities or Events or otherwise visit or utilize the facilities, services or programs offered by Marysville Exempted Village Schools within 14 days after exposure to any person who has a suspected or confirmed case of COVID-19.

2. Participant further agrees, represents, and warrants that neither Participant nor Participant’s family members, wards or guests shall visit or utilize the facilities, services, or programs offered by Marysville Exempted Village School District if he or she

(i) experiences symptoms of COVID-19, including, without limitation, fever, cough or shortness of breath, or

(ii) has a suspected or diagnosed/confirmed case of COVID-19 until seven days after deemed recovered.

Participants are required to abide by directives designed to lower the risk of COVID-19 exposure which may include wearing masks, social distancing (6 feet apart), washing hands, non-sharing of equipment, wiping down all shared equipment after each use, limitations on spectators or attendees, etc. If you fail to follow these directives, you will forfeit you and your child(ren)’s right to continued participation in/at the Activity or Event.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT: In consideration of Marysville Exempted Village School District agreeing to allow Participant and Participant’s child(ren) or wards to utilize the services, equipment and facilities offered by the District if attending an Activity or Event of an entity using District facilities, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, Participant, on his or her own behalf and on behalf of his or her family members, heirs, legal representatives, successors and assigns, hereby agrees as follows:

1. To waive and release any and all claims that Participant has or may in the future have against Marysville Exempted Village School District Board of Education and/or its directors, officers, employees,

coaches, instructors, volunteers, agents, representatives, successors and assigns, for any and all liability for any loss, damage, expense, injury or illness, including death, that Participant may suffer or that Participant's family members, wards or next of kin may suffer, as a result of Participant's participation in attending/participating in an Activity or Event of an entity using District facilities due to any cause whatsoever, including, but not limited to, negligence, breach of contract, or breach of any statutory or other duty of care owed on the part of the Marysville Exempted Village School District Board of Education and/or any entities mentioned above;

2. Participant agrees to indemnify and hold harmless the Marysville School District Board of Education and its directors, officers, employees, coaches, instructors, volunteers, agents, representatives, successors and assigns from and against any and all liability for any loss or personal injury to any third party resulting from Participant's or Participant's family members' participation in Activities or Events at facilities owned or otherwise used by the District, and any claim or demands on account of any injury to, or an illness or the death of, the undersigned who may contract or suspect they have contracted COVID-19, directly or indirectly, whether caused by the negligence or other action by the Board or its employees while Participant accessed the Facilities.

3. This Release Agreement shall be effective and binding upon Participant's family members, heirs, next of kin, executors, administrators, assigns and representatives, in the event of Participant's death or incapacity; and;

I CONFIRM THAT I HAVE CAREFULLY READ AND VOLUNTARILY SIGN THIS WAIVER OF LIABILITY, RELEASE OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT, AND FURTHER AGREE THAT I HAVE SIGNED THIS AGREEMENT FREELY, VOLUNTARILY, UNDER NO DURESS OR THREAT OF DURESS, WITHOUT INDUCEMENT, PROMISE OR GUARANTEE BEING COMMUNICATED TO ME. I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY FAMILY MEMBERS, HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST MARYSVILLE EXEMPTED VILLAGE SCHOOLS AND ITS DIRECTORS, OFFICERS, EMPLOYEES, TEAMS, PLAYERS, COACHES, INSTRUCTORS, PARTICIPANTS, VOLUNTEERS, AGENTS, REPRESENTATIVES, INDEPENDENT CONTRACTORS, SUPPLIERS, SPONSORS, SUCCESSORS AND ASSIGNS, INCLUDING THE RIGHT TO RECOVER DAMAGES FROM MARYSVILLE EXEMPTED VILLAGE SCHOOLS IN CASE OF ILLNESS, INJURY, DEATH OR PROPERTY LOSS OR DAMAGE, INCLUDING, FOR THE AVOIDANCE OF DOUBT AND WITHOUT LIMITATION, EXPOSURE TO COVID-19 DURING ANY ACTIVITIES OFFERED BY MARYSVILLE EXEMPTED VILLAGE SCHOOLS OR AT ANY FACILITY OWNED OR UTILIZED BY MARYSVILLE EXEMPTED VILLAGE SCHOOLS.

FOR PARTICIPANTS OF MINORITY AGE (UNDER AGE 18)

I agree to and verify the following:

- 1) I am the parent or legal guardian for the Participant,
- 2) That as parent/legal guardian with legal responsibility for this Participant, I consent and agree to assume the risks of his/her participation in the Activities offered by Pedal with Pete Columbus (entity using school facilities)

3) That I specifically agree to his/her release of liability and waiver of all claims as provided herein of User and, for myself, my family members, heirs, assigns and next of kin, I release liability, waive all claims, and agree to indemnify Marysville Exempted Village School District from any and all liabilities incident to this Participant's involvement or participation in the Activities even if arising from the negligence of the Marysville Exempted Village School District and/or Pedal with Pete Columbus (entity using school facilities) or its directors, officers, employees, teams, players, coaches, instructors, participants, volunteers, agents, representatives, independent contractors, suppliers, sponsors, successors and assigns or otherwise, to the fullest extent permitted by law.