



Winslow Residential Hall, Inc.

600 N. Alfred Ave., Winslow, AZ 86047

Telephone: (928) 289-4488;2379 Fax: (928) 289-2821/2258

PARENTAL PERMISSION, ACKNOWLEDGEMENT OF HAZARDS, ASSUMPTION OF RISK AND WAIVER OF LIABILITY AGREEMENT

BY SIGNING AND RETURNING THIS DOCUMENT, YOU ARE GIVING UP SUBSTANTIAL LEGAL RIGHTS. THEREFORE, YOU ARE ADVISED TO READ THIS AGREEMENT CAREFULLY BEFORE SIGNING AND RETURNING IT.

DISCLOSURE

Our communities are facing a pandemic related to the outbreak of the 2019 novel coronavirus and Covid-19 ("Coronavirus"). Despite Federal, State, and Tribal governments taking measures to protect public health and slow the spread of Coronavirus, the virus remains a problem and threatens the health and well-being of our students, staff, and families, and can lead to illness, disability, and death. Winslow Residential Hall, Inc. ("WRHI") is striving to implement policies, procedures, and practices to prevent the spread of the virus. However, WRHI cannot guarantee that the virus does not exist or will not spread in our facilities and during our activities. In order to address this situation, WRHI is requiring students and their parents/guardians to follow certain procedures and acknowledge certain risks.

PERMISSION, ACKNOWLEDGEMENT, ASSUMPTION OF RISK AND WAIVER

In consideration for permitting my child _____ ("the Student") to attend and reside at WRHI and participate in all WRHI-related activities (collectively "the Activity") and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, I hereby agree to the following on behalf of myself, the Student, my spouse, heirs, executors, administrators, representatives, and/or assigns (collectively "Releasers"):

_____ 1. I am familiar with Coronavirus, including its contagious nature, symptoms, health risks, and means by which it is spread and contracted by humans. I am also familiar with the Activity and understand that participation in the Activity might result in exposure to Coronavirus. Nonetheless, I give permission for Student to participate in the Activity.

_____ 2. I acknowledge that the risk of exposure to and contracting Coronavirus cannot be eliminated or even substantially reduced without jeopardizing the essential qualities of the Activity. Nevertheless, I accept those risks and assume full responsibility for the health, safety, and well-being of the Releasers.

_____ 3. The Releasers, including the Student, agree to abide by all instructions and protocols implemented by WRHI representatives pertaining to Coronavirus, including but not limited to rules and regulations regarding personal protective equipment such as masks and face shields, hygiene, social distancing, temperature checks, and physical examinations. The Releasers further agree to report to the WRHI Homeliving Supervisor any activity that is contrary to such instructions or is potentially or actually dangerous because it promotes the spread of Coronavirus. I understand that any person, including Student, may be precluded from the Activity if it is determined that the person is not following instructions, protocols, rules, regulations, and best practices designed to slow the spread of Coronavirus.

_____ 4. I certify that Student is in good health and fully capable of participating in the Activity. I certify further that Student has not tested positive for COVID-19, has not exhibited any symptoms of COVID-19 (including without limitation fever or chills, cough, shortness of breath or difficulty breathing, fatigue, muscle



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or body aches, headache, new loss of taste or smell, sore throat, congestion or runny nose, nausea or vomiting, and/or diarrhea), and to the best of my knowledge, does not have COVID-19 and has not been exposed to anyone who has COVID-19 or symptoms of COVID-19 within the past 14 calendar days.

_____ 5. I agree to check Student for symptoms of COVID-19 each week before weekly check-in to WRHI. I agree further that if Student exhibits symptoms of COVID-19 or is exposed to anyone who has COVID-19 or symptoms of COVID-19, I will have Student tested for COVID-19.

_____ 6. I agree that if Student contracts COVID-19, tests positive for COVID-19, or exhibits symptoms of COVID-19, or is exposed to anyone who has COVID-19 or symptoms of COVID-19, I will (a) voluntarily, fully, and honestly notify the WRHI Homeliving Supervisor and (2) voluntarily keep Student out of WRHI and the Activity until it is medically determined that Student does not have COVID-19.

_____ 7. I agree that WRHI may take reasonable measures, including temperature checks and physical examinations, to check Student for symptoms of COVID-19.

_____ 8. I understand that any person, including Student, may be precluded from WRHI and the Activity if it is determined that the person is showing symptoms of COVID-19, has COVID-19, has tested positive for COVID-19, and/or has been exposed to a person showing symptoms of COVID-19 or who has COVID-19. The person may be permitted to return to the Activity after it is medically confirmed that the person does not have COVID-19.

_____ 9. I, on behalf of the Releasers, hereby voluntarily release, forever discharge, agree to hold harmless and indemnify, and agree not to sue WRHI, its Board Members, employees, volunteers, agents, attorneys, and all other persons and entities (collectively "Releasees") from and for any and all liability, claims, demands, actions, or rights of action, which are related to, arise out of, or are in any way connected with Coronavirus, including without limitation claims arising out of Student's exposure to or contracting of Coronavirus and claims arising from Releasee's negligent acts or omissions.

_____ 10. If any provision of this document is declared void or unenforceable, such provision shall be deemed severed from this document which shall otherwise remain in full force and effect. This document shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, assigns and successors-in-interest. This document contains the entire understanding between and among the parties and supersedes any prior understandings and agreements among them respecting the subject matter of this document.

_____ 11. I have carefully read this document and fully understand its content. I am aware that this document is a parental permission, acknowledgment of hazards, assumption of risks, waiver of liability, an agreement not to sue, and a contract between me and the School. I sign this document voluntarily, knowingly, and intelligently.

Parent/Guardian Print Name

Parent/Guardian Signature

Date

Phone: _____



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STUDENT AGREEMENT

I, _____, agree that while attending and residing at Winslow Residential Hall, Inc. and participating in Winslow Residential Hall, Inc. activities, I will follow all instructions and protocols regarding Coronavirus, including rules and regulations regarding personal protective equipment such as masks and face shields, hygiene, social distancing, temperature checks, and physical examinations.

Student Signature

Date: _____