

WAIVER OF LIABILITY AND HOLD HARMLESS
AGREEMENT

In consideration for receiving permission to BE ON PREMISES at Britton-Hecla SCHOOL DISTRICT (hereinafter the "Activity or Activities"), I, on behalf of myself and any minor child/children for whom I have the capacity to contract, hereby acknowledge and agree to the following:

1. I understand the hazards of the novel coronavirus ("COVID-19") and am familiar with the Centers for Disease Control and Prevention ("CDC") guidelines regarding COVID-19. I acknowledge and understand that the circumstances regarding COVID-19 are changing from day to day and that, accordingly, the MDC guidelines are regularly modified and updated and I accept full responsibility for familiarizing myself with the most recent updates.
2. *Notwithstanding* the risks associated with COVID-19, which I readily acknowledge, I hereby willingly choose to participate in Activities.
3. I acknowledge and fully assume the risk of illness or death related to COVID-19 arising from my being on the premises and participating in the Activities and hereby RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE (on behalf of myself and any minor children from whom I have the capacity contract) Britton-Hecla SCHOOL DISTRICT, employees, and assigns (the "RELEASEES") from any liability related to COVID-19 which might occur as a result my being on the premises and participating in the Activities.
4. I shall indemnify, defend, and hold harmless the RELEASEES from and against any and all claims, demands, suits, judgments, losses or expenses of any nature whatsoever (including, without limitation, attorneys' fees, costs and disbursements, whether of in-house or outside counsel and whether or not an action is brought, on appeal or otherwise), arising from or out of, or relating to, directly or indirectly, the infection of COVID-19 or any other illness or injury.
3. It is my express intent that this Waiver and Hold Harmless Agreement shall bind any assigns and representatives, and shall be deemed as a RELEASE, WAIVER, DISCHARGE, AND COVENANT NOT TO SUE the above-named RELEASEES. This Agreement and the **provisions** contained herein shall be construed, interpreted, and controlled according to the laws of the State of South Dakota. I HEREBY **KNOWINGLY AND VOLUNTARILY WAIVE ANY RIGHT TO A JURY TRIAL OF ANY DISPUTE ARISING IN CONNECTION WITH THIS AGREEMENT. I ACKNOWLEDGE THAT THIS WAIVER WAS EXPRESSLY NEGOTIATED AND IS A MATERIAL INDUCEMENT THE PERMISSION GRANTED BY RELEASEES TO BE ON PREMISES AND PARTICIPATE IN THE ACTIVITIES.**

IN SIGNING THIS AGREEMENT, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing

Waiver of liability and Hold harmless 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; I am at least eighteen (18) years of age and fully competent; and I execute this Agreement for full, adequate and complete consideration fully intending to be bound by same.

Please sign below to verify receipt and understanding of all information contained in this link, which includes the Starting Well Plan, Student Screening Checklist, and the Waiver of Liability.

Parent's Name _____

Student or Students' Names _____

Parent's Signature _____

Date _____