

## **WAIVER OF LIABILITY AND HEALTH SCREENING AGREEMENT**

Fayetteville Christian School is hereby providing notice to me that it intends to reopen its school program on Thursday, August 13, 2020. I/we understand that FCS cannot protect my child/student and/or me from risks, which may be encountered as a result of my child attending the school and/or participating in any school-sponsored program. I/we realize there are natural, mechanical, and environmental conditions and hazards which independently or in combination with any activities engaged in while participating in this program may result in the exposure to certain risks including exposure to coronavirus (COVID-19), or other biological agents, virus or similar bacteriological agent, and the risk of being quarantined, or illness that may result in medical care, hospitalization or death.

I hereby state that I, on behalf of my child/student and myself, am an adult, over the age of 18, and legally competent to sign this form. I understand these inherent risks and dangers involved with participation in the school providing their services and acknowledge the existence of risks which are not obvious or predictable, and hereby intend this release to extend to injury or loss which results from both obvious or predictable risks, as well as risks that are unpredictable and not obvious and to extend to myself and my child/student, as applicable.

I hereby agree not to enter the campus of FCS nor permit my child/student to enter the campus of FCS if I/they have exhibited or been in contact with another person who has exhibited any of the symptoms currently listed by the Center for Disease Control and Prevention as [Symptoms of Coronavirus](#) within the previous 14 days. I have read the FCS sick policy and agree to follow the school's policies.

In consideration of myself and my child/student, I/we, and any legal representatives, heirs and assigns, hereby release, waive, and discharge Fayetteville Christian School, its officers, directors, employees, agents, and representatives from all liability for any loss or damage, and any claim or damages resulting therefrom, on account of any injury, illness or exposure to and/or contracting the coronavirus (COVID-19) or other biological agents, virus or similar bacteriological agent by me or my child/student attendance at FCS and/or participation in the before and/or afterschool programs, including any medical expenses, injury and/or death.

I agree to indemnify Fayetteville Christian School, its officers, directors, employees, agents, and representatives from any loss, liability, damage, or cost that may be incurred due to my child/student participation in the aforementioned program, whether caused by the negligence of FCS or otherwise. I fully understand, on my behalf, and behalf of my child/student the risks associated with the aforementioned participation and assume any risk associated therewith.

This notice, release and indemnity agreement contains the entire agreement between and among the parties hereto, and the terms of this release are contractual and not a mere recital.

The parties to this agreement hereby agree that the interpretation and enforceability of this Release shall be governed by the laws of the State of North Carolina.

I expressly agree that this release, waiver, and indemnity agreement is intended to be as broad and inclusive as permitted by applicable laws and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

I understand that by signing this agreement, I am giving up on behalf of my child/student and myself certain legal rights and remedies including the right for my child/student and/or myself to recover damages in the event of death, personal and/or bodily injury of any kind, property loss or damage, expenses of any nature whatsoever including attorney's fees, and other losses that my student(s) or that I may sustain in association with my child's participation in the program.

I HAVE CAREFULLY READ THE FOREGOING RELEASE AND KNOW AND UNDERSTAND THE CONTENTS THEREOF. I SIGN THIS RELEASE VOLUNTARILY AS MY FREE ACT WITH FULL KNOWLEDGE OF ITS SIGNIFICANCE, INTENDING TO BE LEGALLY BOUND THEREBY.

[A copy of the above Release will need to be signed, notarized, and returned to FCS prior to the student starting classes.]

I agree to follow the FCS Healthy Only policies detailed above and not send my child to school as per guidelines established by the CDC and specified on the School Screening forms.

Child's Name\_\_\_\_\_

Parent/Guardian Signature\_\_\_\_\_ Date\_\_\_\_\_

Parents Name Printed\_\_\_\_\_

Notary\_\_\_\_\_ Date\_\_\_\_\_