

ASSUMPTION OF RISK & RELEASE AGREEMENT

The Nettle Creek School Corporation (the "School") intends to offer athletic programming, clubs, extracurricular activities (collectively, "Activities") during the 2020-2021 school year (the "School Year"). The School has developed plans and procedures to reduce the risks of exposure to the novel coronavirus known as COVID-19 associated with participation in the Activities (the "Plans"), with which all Activities staff, participants and attendees are expected to comply. The Plans are based on numerous sources including guidance from the U.S. Centers for Disease Control and Prevention (CDC) and applicable state and local public health agencies.

Participation/attendance in these Activities are entirely optional, and any student who does not wish to participate for any reason will not be required to do so.

The School makes health and safety a priority for all Activities participants, volunteers and attendees, both through its Plans and other good faith efforts. However, COVID-19 by nature spreads easily and sustainably, and available guidance from public health authorities emphasizes the risk of exposure in large group settings. Even with the exercise of due diligence and even acting in accordance with CDC and other public health guidelines, the School cannot – and makes no claim to – eliminate the risks of potential exposure to or harm from COVID-19 or other communicable diseases (the "Risks") associated with: close bodily contact under circumstances involving physical exertion with increased likelihood of contact with bodily fluids; use of equipment or materials that are used by others under circumstances in which it is not feasible for cleaning/sanitizing between use; accessing or being present on School premises or Activities grounds or facilities; participating in the Activities as a student, staff, volunteer, guest, bystander/observer or in any other capacity; or otherwise interacting with School or Activities representatives or any other persons at or in connection with the Activities.

**PARTICIPANT ACKNOWLEDGMENT
(REQUIRED)**

I _____ (print name) ("Participant") have read, understand, and agree with the above statements related to COVID-19, and I have asked and received from the School satisfactory answers to any questions I have about the Activities and their associated Risks. I agree to follow CDC guidelines, the School's Plans, and any other guidance or instructions issued by the School related to health and safety in connection with the Activities. I acknowledge and fully and voluntarily assume the risk of illness or death related to contracting COVID-19 from my attendance at or participation in the Activities. I hereby, for myself, my heirs and executors, RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE the School, the owner of any premises or facility utilized in connection with the Activities ("Owners"), any vendor, contractor, subcontractor, or lessee of the School or an Owner, and any of their respective directors, officers, agents, employees, insurers, and representatives (collectively, "Releasees") from any claims, damages, costs, harm, or liability I may incur as a result of the Activities and/or Risks. This Agreement shall be governed and construed in accordance with the laws of the State of Indiana. Any action brought concerning this Agreement shall be brought only in the state courts of Indiana located in Wayne County or in the federal courts located in the state of Indiana.

_____ (signature)

DATE: ___/___/___

**GUARDIAN ACKNOWLEDGMENT
(REQUIRED IF PARTICIPANT IS UNDER 18 YEARS OR AN UNEMANCIPATED ADULT)**

I _____ (print guardian name) am the legal guardian of the above-named Participant and am authorized to assume risks and waive claims on the Participant's behalf. I have read, understand, and agree with the above statements related to COVID-19, and I have asked and received from the School satisfactory answers to any questions I have about the Activities and their associated risks. For and on behalf of Participant, I acknowledge and fully and voluntarily assume the risk Participant of illness or death related to contracting COVID-19 from Participant's participation in any of the Activities. For and on behalf of Participant, Participant's heirs and executors, I RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE the School and their respective directors, officers, agents, employees, insurers, and representatives (collectively, "Releasees") from any claims, damages, costs, harm, or liability related to COVID-19 that might occur to Participant as a result of the Activities. This Agreement shall be governed and construed in accordance with the laws of the State of Indiana. Any action brought concerning this Agreement shall be brought only in the state courts of Indiana located in Wayne County or in the federal courts located in the state of Indiana.

_____ (signature)

DATE: ___/___/___