## Loganville Christian Academy

## Student Activity Liability Waiver Form

My child, \_\_\_\_\_\_\_\_, has the opportunity to participate in summer camps, field trips, physical education, recess, intramural and interscholastic organized sports, and athletic activities provided or sponsored by Loganville Christian Academy, Inc. I fully realize and acknowledge that, even with supervision, coaching, and the use of safety equipment, injuries are a possibility in any sport, athletic, and student activity, and I recognize that, on rare occasions, these injuries can be so severe as to result in total disability, paralysis or even death. I also fully recognize that regardless of the preventative measures taken by LCA, my child may be exposed to COVID-19 during any of these activities. I acknowledge and agree that this Agreement covers and is intended to release Loganville Christian Academy, Inc. and its respective and collective agents, officers, directors, managers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their respective or collective behalf (collectively referred to as "LCA"). In consideration of my child being allowed to participate in summer camps, field trips, physical education, recess, intramural and interscholastic organized sports, and athletic activities (collectively referred to as "ACTIVITIES") provided or sponsored by LCA; I, on behalf of my minor child, hereby agree and acknowledge as follows:

**1) ASSUMPTION OF RISK:** Participation in the ACTIVITIES are voluntary and undertaken only after full appreciation of the risks involved in the ACTIVITIES. In addition to the physical injuries described above which can occur during any of the ACTIVITIES, the worldwide outbreak of a novel coronavirus causing a highly infectious disease known as COVID-19 resulted in the declaration of a Public Health Emergency on January 30, 2020. No one has a cure or vaccine for this disease as of today. It spreads by interpersonal contact.

The ACTIVITIES may result in close interpersonal contact. As a result of the public health risks COVID-19 poses to every person who is or may be exposed to interpersonal contact, the ACTIVITIES entail both known and unknown risks, including the risk of contracting COVID-19 or other disease, permanent disability (including but not limited to those resulting from pneumonia or oxygen deprivation), or even death, deriving from, but not limited to, contraction of disease, as well as the negligence and/or omissions committed by me, my child, LCA, and/or any other person and/or entity. I, on behalf of my minor child, hereby voluntarily assume all such risks. I, on behalf of my minor child, further understand and acknowledge that LCA does not manufacture safety equipment or personal protective equipment, or other equipment in its facilities or that may be used during the ACTIVITIES, but purchases and/or leases that equipment and therefore LCA may not be held liable for defective products. I further assume all risks, including any risks associated with any special medical needs or condition of my child, in their participation of any ACTIVITIES, including travel incident thereto.

**2) RELEASE OF LIABILITY:** I, on behalf of my minor child, hereby irrevocably and unconditionally release, waive, relinquish, discharge from liability and covenant not to sue LCA from any and all claims, demands, rights, actions, suits, causes of action, obligations, debts, costs, losses, charges, expenses, damages, judgments and liabilities, of whatever kind or nature, in law, equity or otherwise, whether now known or unknown, suspected or unsuspected, and whether or not concealed or hidden, related to or arising, directly or indirectly, my child's participation in ACTIVITIES, including without limitation any claim for negligence, failure to warn or other omission, personal injury, illness, bodily harm or death to the maximum extent allowed by law. This release is binding on the distributes, heirs, next of kin, executors, administrators and personal representatives of each of the undersigned.

**3) INDEMNIFICATION:** I hereby agree to indemnify and hold harmless LCA from and against any and all losses, liabilities, claims, obligations, costs, damages, and/or expenses whatsoever paid, incurred, and/or suffered by LCA, including, but not limited to, any and all attorneys' fees, costs, damages, and/or judgments LCA incurs in the event that I or my minor child bring any claims against LCA based upon damages caused or alleged to be caused in whole or in part by the negligent acts or omissions of LCA, or in the event my minor child cause any injury, damage and/or harm to LCA and/or any and all other persons

and entities acting in any capacity on behalf of LCA, or to others while on LCA premises or participating in any ACTIVITIES.

Understanding and acknowledging all of the above:

I give my express permission for my child to participate fully in the ACTIVITIES (including such travel as may be incident to such participation).

I give permission for my child to travel to ACTIVITIES in either a school-owned vehicle driven by an LCA employee, community coach OR a personal vehicle driven by an LCA employee. I also give permission for my child to ride to ACTIVITIES in a personal vehicle driven by an LCA community coach or an LCA parent/volunteer.

I authorize any nurse(s), athletic trainers, athletic coaches, teachers, or other qualified persons, et al, or other adult supervising the ACTIVITIES in which my child participates to obtain on behalf of my child, in my absence and at my expense, any necessary emergency medical ACTIVITIES which may be required as a result of an injury to my child in connection with such participation (including travel incident thereto).

I certify that I have insurance reasonably sufficient to cover my child against injury and loss of life caused to my child or caused by my child in connection with such participation.

**TERM OF AGREEMENT:** I understand that this agreement extends forever into the future and will have full force and legal effect each and every time my child participates in ACTIVITIES, whether at the current location or any other location or facility.

By signing this document, I understand that I and/or my minor child may be found by a court of law to have forever waived any right I and/or my minor child may have to maintain any action against LCA on the basis of any claim from which I have released them herein. I have had a reasonable and sufficient opportunity to read and understand this entire document or have voluntarily waived my right to do so. I knowingly and voluntarily agree to be bound by all terms and conditions set forth herein.

## **Parent Signature**

Name

Date