

KENAI PENINSULA BOROUGH SCHOOL DISTRICT

**SUPPLEMENTAL HOLD HARMLESS, RELEASE
AND WAIVER OF LIABILITY RELATED TO COVID-19**

The Kenai Peninsula Borough School District (“KPBSD”) plans to allow sporting events or similar activities (herein referred to as “SPORTING EVENT”) to take place. In consideration for being permitted to compete, officiate, observe, work, and/or participate in a SPORTING EVENT, I _____, on behalf of myself and my minor children, agree and consent to the following:

1. I affirm that neither I, nor any person residing in my household, including the actual participant(s) in the SPORTING EVENT, has been diagnosed with, demonstrated any symptoms of, or have in any way knowingly been exposed to any communicable diseases, including the novel corona virus known as COVID-19 within the past thirty (30) calendar days;
2. I acknowledge that I am aware that by entering the premises where the SPORTING EVENT is being held that there is a risk to me and my minor children of being exposed to COVID-19, and/or any mutation or variation thereof. I am also aware that such an exposure can occur either directly or indirectly whether or not a mask and/or gloves are worn and that KPBSD cannot guarantee that by entering the premises of the SPORTING EVENT there will be no exposure to COVID-19;
3. I understand that while certain individuals are more susceptible to becoming seriously ill if they contract COVID-19 (such as people over 65, people with serious underlying health conditions, and those with compromised immune systems), anyone, including a healthy person, is susceptible to contracting COVID-19. By signing this Waiver of Liability, I fully and knowingly agree to ASSUME ALL RISKS associated with attendance at a public event and potential exposure which may include potential exposure to the COVID-19 virus for myself and any minor children whom I consent to attend the SPORTING EVENT;
4. I understand and acknowledge that KPBSD cannot eliminate the risk of exposure to COVID-19 and agree that by the signing of this Waiver I, on behalf of myself and my minor children, ASSUME ALL RISKS, associated with my involvement and my children(s) involvement in the SPORTING EVENT;
5. By signing this Waiver, I acknowledge that participation in or attendance at the SPORTING EVENT is not required by KPBSD;
6. I agree that this Waiver, Release and Assumption of Risk is to be binding upon my heirs and the heirs of my children;
7. I hereby voluntarily agree to RELEASE, WAIVE, DISCHARGE and COVENANT NOT TO SUE KPBSD and/or its officers, directors, Board members, employees, contractors and/or

volunteers; including promoters, participants, officials and owners of the SPORTING EVENT premises (hereinafter "Releasees"). By signing this document, RELEASEES WILL BE RELEASED FROM ANY AND ALL LIABILITY for any loss or damage whether caused by the negligence of the Releasees or otherwise, provided that nothing in this Supplemental Hold Harmless Release and Waiver of Liability Related to COVID 19 shall amend the health insurance coverage and agreement, if applicable, provided to me and my eligible family members by KPBSD;

8. To the maximum extent allowed by law, I hereby agree to INDEMNIFY AND HOLD HARMLESS the Releasees from and against any and all claims for damages, causes of action or injuries, any loss, liability, cost, (including attorneys' fees and costs expended in the defense thereof), which may be incurred or which may arise out of or related to my illness or death, or the illness or death of my children, including the actual participant(s) in the SPORTING EVENT whether caused by the negligence of the Releasees or otherwise.

BY SIGNING BELOW, I CERTIFY THAT I HAVE READ AND UNDERSTAND THIS WAIVER AND RELEASE; THAT I AM THE PARENT OR LEGAL GUARDIAN OF THE MINOR CHILD(REN) WHOM I ACCOMPANY OR ALLOW TO PARTICIPATE IN THE SPORTING EVENT; AND THAT I KNOWINGLY AGREE TO RELEASE AND WAIVE ANY CLAIM OR LEGAL CAUSE OF ACTION THAT I OR MY CHILDREN MAY HAVE AGAINST RELEASEES.

Printed Name: _____

Signature: _____

Date: _____