

Niskayuna Central Schools: International Scholars Program
2021-2022 Student Addendum: COVID-19 Liability Waiver and Assumption of Risk

The novel coronavirus, COVID-19, is a highly infectious, life-threatening disease declared by the World Health Organization to be a global pandemic. At this time, there is limited availability for the COVID-19 vaccine worldwide. In addition, COVID-19 is associated with the condition Multisystem Inflammatory Syndrome in Children (MIS-C). COVID-19's highly contagious nature means that exposure to others or contact with surfaces that have been exposed to the virus can lead to infection. It is currently very difficult to control the spread of COVID-19 or to determine whether, where, or how a specific individual may have been exposed to the disease. For more information on COVID-19, please visit the websites of the [Center for Disease Control and Prevention](#), [The New York State Department of Health](#), or [The Schenectady County Department of Health](#).

Aware of the foregoing, I am voluntarily agreeing to have my child, _____, attend school at Niskayuna High School as a participant in the International Scholars Program.

I understand that Niskayuna Central Schools has implemented safety rules and precautions in order to mitigate the spread of COVID-19. However, those measures do not completely protect against the spread of COVID-19. Moreover, it may not always be possible for students to follow physical distancing and other precautions such as maintaining a distance of six feet from one another.

I agree that my child must comply with the protocol, procedures, and guidelines mentioned in the included addendum which include, but are not limited to, mask wearing, hand washing, hand sanitizing, social distancing, and compliance with the rules and guidelines established by the leadership of Niskayuna Central Schools, Niskayuna High School, the International Scholars Program, and the student's host family. This includes student adherence to procedures and guidelines implemented in classroom, common area, and transportation settings. This also includes student adherence to procedures and guidelines implemented in the student's host family setting. I understand that these guidelines and precautions may need to be adjusted throughout the course of the year. As information about COVID-19 evolves, I acknowledge that even if my child follows all of these guidelines regarding personal precautions and safety, there will remain a certain irreducible inherent risk to my child, and I as the student's parent or legal guardian, accept that risk.

I agree that if my child is exhibiting symptoms of respiratory illness or any other known symptoms of COVID-19, my child will not attend or return to school until my child has been cleared by a physician and proceeded with the proper procedures for returning to school. I agree that I will immediately inform the International Scholars Program coordinator and appropriate school officials if my child tests positive for COVID-19 or has been exposed to anyone who has tested positive for COVID-19 in the prior fourteen calendar days.

By signing this agreement, I acknowledge the contagious nature of COVID-19, the fact that it can be difficult to identify, and the inherent risks of my child being exposed at Niskayuna Central

Schools to those who may be infected by COVID-19, including school employees, agents, contractors, volunteers, and other students. I also acknowledge that my child's host family may also pose inherent risk of exposure to COVID-19. I voluntarily assume the risk that my child may be exposed or infection may result in personal injury, serious illness, permanent disability, and/or even death. I further acknowledge that children who become infected with COVID-19 may later develop MIS-C and acknowledge this risk.

I understand and acknowledge that given the unknown and evolving nature of COVID-19, it is not possible to fully list each and every individual risk of contracting COVID-19. I understand that the risk of becoming exposed to or infected by COVID-19 at Niskayuna may result from the actions, omissions, or negligence of my child and others, including, but not limited to, school employees, agents, contractors, volunteers, and other students.

I voluntarily assume full responsibility for my child for any and all risks of illness, injury, disability, or death associated with exposure to COVID-19, as well as from use of any protective equipment, including but not limited to face masks that Niskayuna Schools may voluntarily provide.

To the fullest extent permitted by law, I completely absolve, release, and waive any potential claims I or my child may have against Niskayuna Schools, the International Scholars Program, as well as Niskayuna's leadership, officers, employees, agents, and volunteers including, but not limited to, claims for personal injury, disability, illness, damage or death from exposure to COVID-19, whether such exposure occurs during or after my child's attendance on campus or at school events. Also, I agree, on behalf of my child, my personal representatives and heirs, not to make any type of legal or equitable claim arising from my child's exposure to COVID-19, against the previously mentioned parties, whether or not it arises through the negligence, omission, or default of the previously mentioned parties or a student. I further agree that if any such claim is made against the previously mentioned parties, I will indemnify and defend the previously mentioned parties to any such claim. Such duty of defense shall arise immediately upon tender.

COVID-19 Liability Waiver and Assumption of Risk Acknowledgment

I have read and understand the above guidelines and the including agreement and I am aware that by signing this agreement I may be waiving certain legal rights of myself or my child, including the right to sue. This agreement shall be binding upon me and my heirs, my child, legal representatives, and assigns, and shall inure to the benefit of Niskayuna Schools and their successors and assigns.

Parent or Legal Guardian of Student:

Date:

Parent or Legal Guardian of Student:

Date:
