

GETTYSBURG SCHOOL DISTRICT 53-1
HOVEN SCHOOL DISTRICT 53-2
WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT

In consideration for receiving permission to BE ON PREMISES at **GETTYSBURG SCHOOL DISTRICT 53-1 and/or HOVEN SCHOOL DISTRICT 53-2** (hereinafter the "Activity or Activities"), I, on behalf of myself and any minor child/children for whom I have the capacity to contract, hereby acknowledge and agree to the following:

1. I understand the hazards of the novel coronavirus ("COVID-19") and am familiar with the Centers for Disease Control and Prevention ("CDC") guidelines regarding COVID-19. I acknowledge and understand that the circumstances regarding COVID-19 are changing from day to day and that, accordingly, the CDC guidelines are regularly modified and updated and I accept full responsibility for familiarizing myself with the most recent updates.
2. Notwithstanding the risks associated with COVID-19, which I readily acknowledge, I hereby willingly choose to participate in activities on property and locations on the campus of **GETTYSBURG SCHOOL DISTRICT 53-1 and/or HOVEN SCHOOL DISTRICT 53-2**.
3. I acknowledge and fully assume the risk of illness or death related to COVID-19 arising from my being on the premises of **GETTYSBURG SCHOOL DISTRICT 53-1 and/or HOVEN SCHOOL DISTRICT 53-2** and participating in all activities and events and hereby RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE (on behalf of myself and any minor children from whom I have the capacity contract) **GETTYSBURG SCHOOL DISTRICT 53-1 and/or HOVEN SCHOOL DISTRICT 53-2**, employees and assigns (the "RELEASEES") from any liability related to COVID-19 which might occur as a result my being on the premises and participating in all activities and events.
4. I shall indemnify, defend and hold harmless the RELEASEES from and against any and all claims, demands, suits, judgments, losses or expenses of any nature whatsoever against **GETTYSBURG SCHOOL DISTRICT 53-1 and/or HOVEN SCHOOL DISTRICT 53-2** (including, without limitation, attorneys' fees, costs and disbursements, whether of in-house or outside counsel and whether or not an action is brought, on appeal or otherwise), arising from or out of, or relating to, directly or indirectly, the infection of COVID-19 or any other illness or injury.
5. It is my express intent that this **Waiver and Hold Harmless Agreement** shall bind any assigns and representatives, and shall be deemed as a RELEASE, WAIVER, DISCHARGE, AND COVENANT NOT TO SUE the above-named RELEASEES. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of South Dakota.

BY SIGNING THE ATTACHED "GETTYSBURG SCHOOL DISTRICT 53-1 and/or HOVEN SCHOOL DISTRICT 53-2 WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT, I HEREBY KNOWINGLY AND VOLUNTARILY WAIVE ANY RIGHT TO A JURY TRIAL OF ANY DISPUTE ARISING IN CONNECTION WITH THIS AGREEMENT. I ACKNOWLEDGE THAT THIS WAIVER WAS EXPRESSLY NEGOTIATED AND IS A MATERIAL INDUCEMENT. THE PERMISSION GRANTED BY RELEASEES TO BE ON PREMISES AND PARTICIPATE IN THE ACTIVITIES AND EVENTS ON THE CAMPUS AND PREMISIS OF GETTYSBURG SCHOOL DISTRICT 53-1 and/or HOVEN SCHOOL DISTRICT 53-2.

**Gettysburg School District 53-1 and Hoven School District 53-2
Waiver of Liability and Hold Harmless Agreement**

Name of Waiver Applicant

First	Last	Middle Initial
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Address of Waiver Applicant

Street	City, State	ZIP
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Date of Birth	Age	School District in Which Applicant Lives
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Due to the outbreak of Coronavirus (COVID-19), Gettysburg School District 53-1 and Hoven School District 53-2 are taking precautions with the care of students and staff members to include, if possible, health history review and enhanced sanitation/disinfection procedures in accordance with recommended guidelines of the South Dakota Department of Health, the CDC, and OSHA.

Symptoms of COVID-19 include:

Cough, Shortness of breath or difficulty breathing, Fever, Chills, Muscle pain, Sore throat, and loss of taste or smell.

If you have such symptom, you may not be allowed in the facility.

1. I understand that Gettysburg School District 53-1 and Hoven School District 53-2 and their staff cannot be held liable for any exposure to the COVID-19 virus.
2. I affirm that I, as well as all household members, have not traveled outside of the country, or to any city considered to be a "hot spot" for COVID-19 infections WITHIN THE PAST 30 DAYS.
3. I affirm that I, as well as all household members, have not knowingly been exposed to anyone diagnosed with COVID-19 WITHIN THE PAST 30 DAYS.
4. I affirm that I, as well as all household members, have not been diagnosed with COVID-19 WITHIN THE PAST 30 DAYS.
5. I understand the above symptoms and affirm that I, as well as all household members, do not currently have, nor have experienced the symptoms listed above WITHIN THE LAST 14 DAYS.

Parent or Guardian Information (if applicable)

Name of Parent or Guardian	Relationship to Applicant/Minor
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Address of Parent of Guardian	Telephone Number
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Street	City, State	ZIP
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IN SIGNING THIS AGREEMENT, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing Wavier of Liability and Hold Harmless Agreement, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute this Agreement for full, adequate and complete consideration fully intending to be bound by same. I hereby certify that to the best of my knowledge and belief, the above statements are true and that the individuals named above may participate in district activities sponsored by Gettysburg School District 53-1 and Hoven School District 53-2.

Signature of Student Applicant	Date Signed
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Signature of Adult Applicant/Parent or Guardian	Date Signed
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