



**WAIVER OF LIABILITY, ACKNOWLEDGMENT AND ASSUMPTION  
OF RISK AGREEMENT FOR PRESCHOOL**

Name of Child: (Please Print)

1. \_\_\_\_\_ 3. \_\_\_\_\_  
2. \_\_\_\_\_ 4. \_\_\_\_\_

On March 11, 2020, COVID-19, a highly contagious disease that is spread through person-to-person contact was declared a worldwide pandemic by the World Health Organization and on March 13, 2020, U.S. President Donald Trump declared the COVID-19 outbreak a national emergency. On March 25, 2020, the Director of the Ohio Department of Health (“ODH”) issued an order closing facilities providing Preschool services. On May 29, 2020, the Director of ODH issued an order for reopening facilities providing Preschool services, with exceptions.

**St. Mary Catholic Parish** has put in place preventative measures to reduce the spread of COVID-19. Even with these measures, St. Mary Catholic Parish and School cannot guarantee that children attending St. Mary Catholic Parish School’s Preschool Program (P3, P4, or PK)) and parents or other individuals using St. Mary Catholic Parish School’s facilities in connection with the Preschool Program will not become infected with COVID-19.

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By signing this agreement, I, on behalf of myself and my minor child(ren), agree to all of the following:

1. Participation in the Preschool Program is voluntary.
2. I and my minor child(ren) agree to follow and comply with all safety rules and procedures as described in St. Mary Catholic Parish School’s Rules and Safety Procedures (see **Attachment A**), as the same may be amended from time to time.
3. I understand that it is my responsibility to evaluate carefully all risks inherent in using St. Mary Catholic Parish School’s facilities and participating in the Preschool Program. I, on behalf of myself my spouse (if any) and my minor child(ren), voluntarily assume full responsibility for the risk that I or my child or other family members may be exposed to or infected by COVID-19 or other communicable diseases, among other risks, and that such exposure or infection may result in personal injury, illness, permanent disability, death or other damages or expenses.
4. I understand that the risk of becoming exposed to or infected by COVID-19 or other communicable diseases or other risks of accident or injury may result from the actions, omissions, or negligence of others, including, but not limited to, St. Mary Catholic Parish School’s Preschool Program participants and students, staff, volunteers, and guests.

5. I, on behalf of myself, my spouse (if any) and my minor child(ren), assume all of the foregoing risks and accept sole responsibility for any injury to such persons including, but not limited to, personal injury, disability, death, illness, damage, loss, claim, liability, or expense, of any kind, that such person(s) may experience or incur in connection with the use of St. Mary Catholic Parish School's facilities or participation in the Preschool Program ("Claims").
6. I, on behalf of myself, my spouse (if any) and my minor child(ren) release and agree to hold harmless and indemnify St. Mary Catholic Parish and School, the Catholic Diocese of Cleveland, and the Bishop or Administrator of the Catholic Diocese of Cleveland and their respective members, employees, and agents, from any and all liability, arising from negligence or otherwise, and any damages as a result of the use of the St. Mary Catholic Parish School's facilities or participation in the Preschool Program, including but not limited to property damage and any mental or physical bodily injury, including death.
7. This release includes any Claims based on the actions, omissions, or negligence of the Parish, its pastor, employees, agents, and representatives, whether a COVID-19 infection or other injury occurs before, during, or after use of St. Mary Catholic Parish School's facilities or participation in the Preschool Program.
8. The foregoing WAIVER OF LIABILITY, ACKNOWLEDGMENT, AND ASSUMPTION OF RISK AGREEMENT is intended to be as broad and inclusive as is permitted by the laws of the State of Ohio and that if any portion thereof is held invalid, it is agreed that the remaining provisions of this Agreement shall, notwithstanding, continue in full legal force and effect.

We, the undersigned, have read the above carefully, understand its significance, and voluntarily agree to all of its terms. For divorced/ separated parents, the parent/ guardian signing below attests that he/ she has legal authority to provide consent for the minor child(ren) to attend St. Mary Catholic Parish School's Preschool Program and use its facilities and to execute this Waiver of Liability, Acknowledgment, and Assumption of Risk Agreement on behalf of the minor child(ren).

Print Parent Name

Parent Signature

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Date \_\_\_\_/\_\_\_\_/\_\_\_\_

## **ATTACHMENT A: PARISH/ SCHOOL RULES AND SAFETY PROCEDURES**

- 1. Assess all administrators, employees, child care staff and children for the COVID-19 related symptoms listed below prior to or as soon as they arrive each day.**
  - **A temperature of at least 100 degrees Fahrenheit**
  - **Fever of chills**
  - **Cough**
  - **Shortness of breath or difficulty breathing**
  - **Fatigue**
  - **Muscle or body aches**
  - **Headache**
  - **New loss of taste or smell**
  - **Sore throat**
  - **Congestion or runny nose**
  - **Nausea or vomiting**
  - **Diarrhea**
- 2. Anyone with fever of at least 100 degrees Fahrenheit must stay home or be sent home.**
- 3. Individuals who potentially have been exposed should follow quarantine and other recommendations from public health officials.**