

Twin Ridges Home Study Charter School

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WAIVER AND RELEASE

General Risks Associated with Optional Vendor Activities

Twin Ridges Home Study Charter School (“Twin Ridges”) provides for the opportunity for students to participate in certain voluntary enrichment and extracurricular activities that parents may choose to have their child(ren) participate in which are not graded and for which students do not receive course credit. These activities are entirely optional and in no manner required. These activities are conducted by third party vendors who Twin Ridges pays to provide students services.

The facilities are leased, owned or operated exclusively by vendors and Twin Ridges has no control over these activities, vendors, or their employees. These activities are not operated by or supervised by Twin Ridges or its employees. You, as a parent, are responsible for assuring that the vendors comply with all applicable guidance for safely operating their programs. Twin Ridges will not be conducting site visits or otherwise have Twin Ridges employees present to supervise independent contractors to ensure they take safety precautions relating to COVID-19 exposure or any other safety concerns. You as parents are expected to attend these activities with your children to ensure their safety and you are responsible for the supervision and oversight of your children while involved in such activities. If you choose to have your child participate, you assume all risks of participating in these activities as they are entirely optional. Your child is not required to participate in any enrichment and extracurricular activities to complete Twin Ridges’ educational program nor is such participation required by law.

Due Diligence on Vendor

I, the undersigned parent/guardian (or student if the student is over the age of 18) want my child or myself to participate in the services provided by the vendor listed below.

I personally have investigated the services that will be provided to the full extent I believe is appropriate. I have educated myself about the services, the nature of the activities, the risks of the activities, the background and qualifications of the vendor and its staff and have asked all questions I believe are appropriate about the vendor and the activities it will provide. I take full responsibility for this investigation into the service provider and its activities and have not relied on Twin Ridges for making such investigations.

I understand that Twin Ridges does not provide any supervision or endorsement of the vendor I desire to hire.

I understand that I am not required by Twin Ridges to engage the services of this or any other vendor and I have voluntarily selected this vendor to provide the services.

I understand that these services constitute an optional “excursion” under Education Code Section 35330, and that as a result of opting to engage in this excursion, I have waived all claims against Twin Ridges for injury, accident, illness, or death occurring or by reason of the excursion. This means I am giving up the right to sue or make claims against Twin Ridges for such harms by agreeing that my child or myself participate in the vendor’s activities.

I understand that Twin Ridges does not provide insurance coverage for my child or myself when engaging the services of a vendor or participating in any service provided by the vendor. I understand and agree that any appropriate insurance coverage is my own personal responsibility.

Serious Risk of Injury or Death May result from Activities

I acknowledge that the activities for which I have engaged the vendor may involve risks of injury, including serious injury or death, physical or psychological injury, pain, suffering, illness, disfigurement, temporary or permanent disability (including paralysis), property damage, economic or emotional loss. I hereby expressly agree to and do voluntarily assume all such risk of injury, harm, or damage to my child or myself.

I understand and agree that in the course of providing these services Twin Ridges may need to share with the vendor my contact information to facilitate the vendor’s ability to coordinate and provide these services. I personally agree to provide to the vendor any and all information about any medical, physical, emotional restrictions related to my child or myself which is appropriate to protect my child or myself from potential harm, including information about allergies, phobias, etc.

Risk of COVID-19 Exposure at Vendor Activities

The novel coronavirus (or COVID-19) has created a pandemic resulting in a State of Emergency in California. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. As a result, federal, state, and local governments and health officers have required or recommended social distancing and, in many instances, have prohibited or significantly limited the congregation of groups of people and operation of businesses.

Twin Ridges is complying with guidance and taking reasonable steps to mitigate the risk of spreading COVID-19 at its own administrative offices, but is not monitoring the facilities or activities of vendors in any way. Further, this risk of exposure cannot be completely eliminated even by taking reasonable precautions and Twin Ridges cannot guarantee that you and/or, if applicable, your student(s)/child(ren) will not become infected with COVID-19. Further, participating in the vendor activities could increase your and/or, if applicable, your student(s)/child(ren)’s risk of contracting COVID-19. Consequently, for the safety of our staff, students, parents, and other visitors, Twin Ridges requires all persons participating in its activities during this pandemic to acknowledge an assumption of the risk, waive (i.e. release) liability, and agree to abide by our COVID-19 protocols, as follows.

COVID-19 Protocols

If I have reason to believe my child (“Student”) or myself has come into contact with someone with COVID-19, I promise and agree to immediately notify Twin Ridges staff and vendor staff and keep my child or myself at home from activities run by vendors for fourteen (14) days. I also agree not to bring my child or myself to the Twin Ridges administrative offices for fourteen (14) days.

Prior to Entering Vendor Facilities

I agree that I, and/or, if applicable, Student will not enter vendor facilities if I am, and/or he/she/they is/are, feeling ill, which includes, but is not limited to, the following symptoms: experiencing a fever (above 100.4) or 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, or diarrhea (“COVID-19 Symptoms”). I understand and acknowledge that I, or, if applicable, my student(s)/child(ren), may be denied entrance or admittance if the vendor determines that I am, or he/she/they is/are, showing any such symptoms.

Medical Conditions

I warrant and represent that I am not aware of any medical condition of myself and/or, if applicable, Student which would render it inappropriate for me and/or him/her/they to participate in the activity.

Abiding by COVID-19 Directives and Guidelines

I agree to abide by all COVID-19 directives and guidelines provided by Federal, State, and County agencies, and other COVID-19-related policies and procedures required by Twin Ridges, which may change over time as circumstances change over time. I understand and acknowledge that my failure to abide by and/or my failure to ensure that I and/or Student abides by this agreement releases Twin Ridges of any and all COVID-19 related liabilities.

Prior to Engaging in Vendor Activities

I promise that before each time Student is going to participate in a vendor activity that I will determine if Student or myself, or any members of Student’s household, are experiencing any COVID-19 Symptoms. If I determine that Student, or any member of Student’s household, has any of these symptoms, I promise and agree to immediately notify Twin Ridges staff and vendor staff and keep Student out of vendor activities for fourteen (14) days after the symptoms have stopped and will present a COVID-19 negative test confirmation prior to commencing any vendor activity or programming.

Increased Health Risk Due to Underlying Conditions

If Student has any of the following underlying conditions, it is strongly recommended they do not take part in extracurricular/enrichment activities even if they are not experiencing COVID-19 symptoms due to the increased health risks that are associated with COVID-19 exposure for these groups:

- Serious heart conditions
- Chronic lung disease
- Moderate to severe asthma
- Severe obesity (Body Mass Index of 40 or higher)
- Immunocompromised
- Diabetes
- Chronic kidney disease undergoing dialysis
- Liver disease
- Reside with a family member with these high-risk underlying conditions.

Voluntary Assumption of Risk that COVID-19 May Result in Serious Injury or Death

By signing this agreement, I understand and acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that I and, if applicable, my student(s)/child(ren), may be exposed to or infected by COVID-19 by participating in the vendor activity, and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 by participating in the activity may result from the actions, omissions, or negligence of myself and others, including, but not limited to, other participants or Twin Ridges officials, employees, volunteers, vendors, and/or representatives. I also voluntarily assume all other risks associated with or arising out of participation in the activity provided by the vendor. I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any harm, loss, or injury to myself and/or, if applicable, my student(s)/child(ren)(including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense of any kind, that I, or, if applicable, my student(s)/child(ren), may experience or incur in connection with the above Activity (“Claims”).

Waiver

In consideration for Twin Ridges allowing me and/or, if applicable, my student(s)/child(ren) to participate in Twin Ridges authorized activities, I, on behalf of myself, and/or, if applicable, my student(s)/child(ren), hereby release, covenant not to sue, discharge, and hold harmless Twin Ridges, and any officials, employees, volunteers, and/or representatives thereof (“Releasees”), of and from the Claims, including all liabilities, claims, actions, damages, costs, or expenses of any kind arising out of or relating thereto. I understand and agree that this release includes any Claims based on the actions, omissions, or negligence or other conduct of Twin Ridges, its officials, employees, volunteers, agents and/or representatives, whether a COVID-19 infection or other injury or death occurs before, during, or after participation in vendor activities.

Review by Legal Counsel

I have been provided an opportunity and advance time to read this Waiver and Release, to investigate its meaning and impact, to ask any questions I have about it and its meaning and terms. I understand that it is my right to have this Waiver and Release reviewed by my own attorney prior to signing and that I should do so if I have any questions or concerns about it.

Parent Certification

As a parent in Twin Ridges, I understand that I am responsible to supervise my minor child at all times while the vendor is providing services to my child and participating in the activity. I understand that no employee of Twin Ridges will supervise my child during these optional activities and thus all supervision responsibility rests with me. I agree that my child and myself

will abide by all COVID-19 protocols contained herein and as they may be amended from time-to-time. I also understand that by signing this Waiver and Release I am giving up potential legal rights. I also understand that if I do not sign this Waiver and Release in advance my child or I will not be allowed to participate in the vendor's activities.

FOR PARTICIPANTS OF MINORITY AGE (UNDER AGE 18 AT THE TIME OF REGISTRATION)

This is to certify that I, as parent/guardian, with legal responsibility for this participant, have read and explained the provisions in this waiver/release to my child/ward including the risks of presence and participation and his/her/their personal responsibilities for adhering to the rules and regulations for protection against communicable diseases. Furthermore, my child/ward understands and accepts these risks and responsibilities. I for myself, my spouse, and child/ward do consent and agree to his/her/their release provided above for all the Releasees, and myself, my spouse, and child/ward do release and agree to indemnify and hold harmless the Releasees for any and all liabilities incident to my minor child's/ward's presence and/or participation in these activities as provided above, EVEN IF ARISING FROM THEIR NEGLIGENCE, to the fullest extent provided by law.

I HAVE CAREFULLY READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS AND ACCEPT THEM VOLUNTARILY AND WITHOUT RESERVATION. I SIGN THIS IN ADVANCE OF PARTICIPATION IN VENDOR'S ACTIVITIES.

By signing below, I accept these terms and conditions.

Parent Name

Parent Signature

Date

Parent Name

Parent Signature

Date