

**CAPISTRANO UNIFIED SCHOOL DISTRICT  
EXTRA-CURRICULAR AND ATHLETIC ACTIVITIES WAIVER**

Dear Parents/Guardians:

The Capistrano Unified School District (“District”) is pleased to announce the partial reinstatement of its extra-curricular and athletic programs and activities. Activities permitted to resume are determined according to strict adherence to federal, state, and local public health orders, measures, and other guidance in order to best protect our students, staff, parents, and other visitors.

As always, participation in any extra-curricular and athletic activities is *strictly voluntary*. To help students and parents/guardians understand the potential risks of participating in extra-curricular and athletic activities under pandemic conditions, as well as the precautionary measures implemented by the District, in order to make informed decisions, students and parents/guardians are required to read and consider this document when deciding whether to return to these activities. If your student(s) intend(s) to participate in any extra-curricular or athletic activities for the 2020-21 school year, you are required to sign and return this Extra-Curricular and Athletic Activities Waiver (“Waiver”) *prior to* your student’s participation. Separately, parents/guardians and athletes are encouraged to read the guidance provided by the California Interscholastic Federation (CIF), which can be found at [https://cifstate.org/covid-19/6.12.20\\_release](https://cifstate.org/covid-19/6.12.20_release).

**ASSUMPTION OF RISKS OF EXPOSURE TO COVID-19**

As you are likely aware and understand, the World Health Organization, U.S. Centers for Disease Control and Prevention, California Department of Public Health, and the Los Angeles County Department of Public Health have issued warnings and guidance related to the outbreak of COVID-19, maintaining that COVID-19 poses a significant threat to the health and safety of the general public. While the District has taken extensive measures in an effort to reduce the risk of COVID-19, this threat cannot be completely eliminated.

Accordingly, by signing below, you understand that at this time, your student(s)’s participation in District sponsored extra-curricular and athletic activities is a potentially hazardous activity that involves student(s) being exposed to COVID-19 resulting from the actions, omissions, or negligence of yourself or others, including, but not limited to, other participants or District officials, employees, volunteers, and/or representatives. You are further aware of and understand the risks that may result, including but not limited to serious illness or death. You understand that student attendance at and participation in District sponsored activities may place you or other members of your student’s family in contact with COVID-19. You assume all such risk and accept sole responsibility for any harm or loss to you and/or your student(s), including, but not limited to, personal injury or death or related costs or expenses of any kind, that you, or, if applicable, your student(s), may experience or incur in connection with the District sponsored activity.

**AGREEMENT TO ABIDE BY COVID-19 PROTOCOLS**

For the safety of our staff, students, parents, and other visitors, the District requires all persons participating in its extra-curricular and athletic activities during this pandemic to acknowledge and agree to abide by District COVID-19 protocols, as follows:

- I agree that I and my student(s) will not enter District grounds or facilities if I and/or my student(s) feel ill, which includes, but is not limited to, the following symptoms: fever, cough, difficulty breathing, shortness of breath, chest pain, and/or bluish lips or face. I understand and acknowledge that I and my student(s) may be denied entrance or admittance if the District determines that I am, and/or my student(s) is/are, showing any such symptoms. I warrant and represent that I am not aware of any medical condition of myself and/or my student which would render it inappropriate for me and/or Student to participate in the activity.
- I agree that I and my student(s) shall comply with existing public health orders issued by Federal, state, and local authorities in addition to District Board Policies, Administrative Regulations, COVID-19 protocols, and school-site rules related to the aforementioned activities. I understand and acknowledge that failure to abide by this agreement may result in my and/or my student(s) being removed from District sponsored activity.
- I agree to be screened for symptoms of COVID-19 prior to entering campus and/or commencing activity. This could include temperature checks and recorded screening question responses. Persons with positive symptoms will not be allowed to participate.
- I agree that I and my student(s) shall abide by all limitations on the number of people permitted in a particular area at the same time, as directed by teachers, coaches, and other District personnel. Students must maintain 6-foot social distancing while in indoor spaces.
- Students must practice good hygiene including proper hand-washing, coughing and sneezing etiquette, wiping down all equipment and shared spaces, including but not limited to musical instruments and sports/weight equipment, thoroughly before and after individual use, and wash workout clothing immediately upon returning home.
- Face coverings are required to be worn by students during indoor physical conditioning and training. Activities that require heavy exertion will be conducted outside in a physically distanced manner without face coverings. No shared instrument, towels, clothing, shoes, water bottles, or use of drinking fountains will be permitted.

Additionally, for the safety of our staff, students, parents, and other visitors participating specifically in athletic activities, the District requires all persons participating to further acknowledge and agree to abide by the following protocols specific to athletic program activities:

- All people must follow applicable requirements issued by the California Department of Public Health (“CDPH”) and Orange County Public Health Agency when gathering together indoors or outdoors during athletic exercise, training, and/or contests.
- All coaches and students must maintain 6-foot social distancing while in locker rooms and meeting rooms.

- All coaches and students must follow CDPH requirements for cohorts during workouts, training, and/or contests.
- Prior to individuals entering the facility, hard surfaces and frequently used areas will be wiped down and disinfected and equipment with holes/exposed foam will be covered up.
- All coaches and students are encouraged to don attire that limits sweat transfer.
- Balls and other equipment must be cleaned intermittently during practice and competition. Gear and bats must be cleaned between uses.
- Maximum lifts must be limited, power cages should be used where applicable, and if spotters are needed, spotters should stand at each end of the bar to maintain social distancing.
- Cancellation of training or contests, as well as the possibility of teams isolating for 2 weeks, may happen with little notice as a result of recurrent outbreak or knowledge that a coach or athlete has contracting or is exhibiting symptoms of COVID-19.

**WAIVER OF LIABILITY**

In consideration for the District allowing student(s) to participate in the District sponsored extra-curricular and athletic activities, you, on behalf of yourself and your student(s), hereby release and hold harmless the Capistrano Unified School District, and any officials, employees, volunteers, and/or representatives thereof (collectively referred to as “Releasees”), from any and all liability for any and all injury, illness, disability, death, loss or other damage to person or property arising from participation in the District sponsored activity, including, but not limited to, exposure to or infection by COVID-19, resulting from the negligence of the Releasees. Further, you covenant (i.e., promise) not to sue Capistrano Unified School District, or any official, employee, volunteer, and/or representative thereof, for any such harm or loss.

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**I HAVE READ THIS ASSUMPTION OF RISK, AGREEMENT TO ABIDE BY COVID-19 PROTOCOLS, AND WAIVER OF LIABILITY, FULLY UNDERSTAND THEIR TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING BELOW, AND SIGN FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.**

By signing below, I agree to the above statements, and request that the below-named student participate in the District sponsored extra-curricular or athletic activity. I am the parent and/or legal guardian of the below-named student, and I request that student be allowed to participate in the District sponsored extra-curricular or athletic, and I give my permission for student to do so.

Parent Signature \_\_\_\_\_

Date \_\_\_\_\_

Student Signature \_\_\_\_\_

Date \_\_\_\_\_

Student Name(s) and DOBs: \_\_\_\_\_