



# David Douglas School District

*Learn – Grow – Thrive*

Ken Richardson, Superintendent | 11300 NE Halsey Street, Portland, Oregon 97220 | Phone 503-252-2900 | Fax 503-256-5218

## ASSUMPTION OF RISK, WAIVER OF LIABILITY, AND COVID-19/COMMUNICABLE DISEASE AGREEMENT

Name: \_\_\_\_\_

Organization: \_\_\_\_\_ School / Site Where Services Performed: \_\_\_\_\_

Phone -Work: \_\_\_\_\_ Home: \_\_\_\_\_ Other: \_\_\_\_\_

Address: \_\_\_\_\_

The novel coronavirus (“COVID-19”) has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. While rules, guidance, and personal discipline may reduce this risk, the risk of serious illness and death does exist. **David Douglas School District No. 40 (“DISTRICT”) cannot completely mitigate the transfer of communicable diseases like COVID-19. Performing services at/for any of DISTRICT’s schools, locations, or programs includes possible exposure to and illness, injury, or death from communicable diseases, including COVID-19.**

I attest that I am not experiencing any symptoms of illness such as fever, chills, cough, or shortness of breath. If I develop symptoms, I agree that I will decline opportunities to perform services on **DISTRICT** premises or for **DISTRICT** activities and not participate in any **DISTRICT** activities. I acknowledge that I must follow the safety and hygiene protocols set forth by the Centers for Disease Control, Oregon Health Authority, and **DISTRICT**. I further attest to the following:

- I have not been diagnosed with COVID-19 without being cleared as noncontagious by a state or local public health authority
- I have not been advised by a health care provider to self-quarantine due to concerns related to COVID-19 or another communicable disease
- I will notify **DISTRICT** if I receive a COVID-19 diagnosis, test positive for COVID-19, or am advised to self-quarantine due to concerns related to COVID-19 or another communicable disease
- I will not participate in any **DISTRICT** activities until 14 days has passed from my last potential exposure to COVID-19
- I do and will follow the Center for Disease Control and Oregon Health Authority COVID-19 guidelines to the best of my ability (e.g., hand washing, physical distancing, wearing of face coverings)

I acknowledge that I am responsible for my own insurance coverage in the event of illness or personal injury as a result of my performing services on **DISTRICT** premises or for **DISTRICT** activities.

I understand that my performing services on **DISTRICT** premises or for **DISTRICT** activities may involve activities that could be hazardous to me, including those which may expose me to communicable diseases. I fully understand and appreciate these risks that are inherent to my performing services. I assume the risk of all bodily injury, medical treatment, illness, and/or death that may result from my performing services on **DISTRICT** premises or for **DISTRICT** activities, even if it results from the **DISTRICT’s** negligence or that of its employees or agents.

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I hereby release, waive, discharge, exonerate, and agree to indemnify and hold harmless **DISTRICT**, its Board of Directors, the individual members thereof, and all officers, agents, employees, and representatives from any and all liability, causes of action, claims, demands, damages, expenses and compensation, including attorneys' fees, fines or other costs arising out of any exposure to or illness or injury from a communicable disease, including COVID-19, which may result from or have any connection to my performing services on **DISTRICT** premises or for **DISTRICT** activities. I give this release to the fullest extent of the law, for myself, and my heirs, administrators, executors, successors and/or assignees.

I certify and represent that I have the legal authority to waive, discharge, release, indemnify, and hold harmless the released parties.

**I certify that I have read this document in its entirety and fully understand its contents. I agree to the DISTRICT's Assumption of Risk, Waiver of Liability & COVID-19 Agreement. I freely and voluntarily assume all risks of such hazards and notwithstanding such, release DISTRICT from all liability for any loss regardless of cause, and claims arising from my performing services on DISTRICT premises or for DISTRICT activities for DISTRICT.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date