

WAIVER AND RELEASE OF LIABILITY

This Waiver and Release of Liability is an agreement by and between the parent or legal guardian listed below, hereafter referenced in the first person “I”, and Lebanon School District 9 (“School District”).

BACKGROUND: While medical knowledge is evolving, it appears that COVID-19 can be spread by both physical contact and airborne droplets. It also appears that people can be infected but show no symptoms, potentially--unknowingly--spreading the virus. The exact methods of transmission and infection are unclear. Tragically, while there is no cure or vaccine, COVID-19 may cause serious, life-threatening illness and death for persons of all ages. COVID-19 may also cause long-lasting medical complications for those who recover.

The administration of the Governor of Illinois, through the Illinois Department of Public Health (“IDPH”), has determined that Illinois boys and girls high school basketball is a COVID-19 high risk sport, thereby prohibiting practice and games. However, in direct conflict with IDPH, the Illinois High School Association (“IHSA”) has concluded that Illinois boys and girls can safely participate in basketball practice and games when certain precautions are taken.

Upon careful consideration, the School District’s Board of Education has accepted the IHSA’s conclusion that high school basketball may safely proceed with recommended precautions and has authorized basketball practice and games for the School District’s high school boys and girls; but recognizing the conflicting position of IDPH, the Board of Education requires the student’s parent(s) or legal guardian to execute and return this Waiver and Release of Liability before the student will be permitted to participate in basketball practice or games.

ASSUMPTION OF RISK: I have read and understand the possible consequences to me, my child(ren) and family of contracting COVID-19. However, my child(ren)’s participation in high school basketball practice and games is of such value and importance that I accept the risk of exposure to and contraction of COVID-19 and the consequences for me, my children and family.

WAIVER OF CLAIMS AND RELEASE OF LIABILITY: As consideration for permitting my student(s) to participate in high school basketball practice and games, I hereby forever release from any liability, and waive my right to bring any claim or suit against, the School District, its Board of Education, its employees, agents and volunteers in connection with, or related to, exposure, infection or spread of COVID-19 resulting from participation in basketball practice and games that are coached, supervised or sanctioned by School District employees. This waiver and release of liability will survive my death and will apply to my heirs.

I have carefully read this Waiver and Release of Liability and understand that by signing, I give up any right to bring a claim or lawsuit seeking damages for personal injury, death, disease, property loss or any other loss, including but not limited to, claims of negligence and claims for which the School District and its employees do not have tort immunity under Illinois law.

Name of Student(s): _____

I am the parent or legal guardian of the minor student named above. **I hereby accept the terms and conditions of this Waiver and Release of Liability.**

Signature: _____ Date: _____

Name: (printed) : _____

The undersigned on behalf of the School District accepts the terms and conditions of this Waiver and Release of Liability.

Signature: _____ Date: _____

Name (printed) and position : _____