

**FREDERICK COUNTY PUBLIC SCHOOLS
HOLD HARMLESS, RELEASE AND WAIVER OF LIABILITY
AGREEMENT RELATED TO COVID-19
FOR USE OF FCPS FACILITIES**

_____ (organization name) has requested permission to use Frederick County Public Schools (FCPS) facilities for activities sponsored by the organization. The organization submits this COVID-19 waiver as part of the use of facilities approval process as outlined on the FCPS Use of Facilities webpage (www.fcps.org/uof).

In consideration for being permitted to participate in the organization's activities on FCPS property, the representative listed below, who is authorized to sign on behalf of the organization, acknowledges, affirms and agrees to the following:

1. I am familiar with the Centers for Disease Control and Prevention ("CDC") guidelines (www.cdc.gov/coronavirus) regarding the Novel Coronavirus Disease ("COVID-19"). I acknowledge and understand that the circumstances and symptoms regarding COVID-19 are changing from day to day and that, accordingly, the CDC guidelines are regularly modified and updated, and on behalf of the organization, I agree to accept full responsibility for being familiar with the most recent CDC modifications and updates prior to using any FCPS facility.
2. I affirm that my organization will conduct health screenings for each individual participant of the organization prior to each entry of an FCPS facility for an approved use of facility activity. The health screening will affirm that the participant has not been diagnosed with, demonstrated any symptoms of, or have in any way knowingly been exposed to COVID-19, within the past fourteen (14) calendar days. I further affirm that my organization has not been notified within the past fourteen (14) calendar days that any participant entering FCPS facilities has been exposed to COVID-19.
3. I agree that if any participant of our activity on FCPS property begins to experience symptoms similar to COVID-19, or if any participant of my organization is notified that he/she has been exposed to or infected with COVID-19 that the participant will immediately cease participating in the activity on FCPS property. Furthermore, if any participant of my organization has been notified that he/she has been diagnosed with COVID-19 and has participated in the activity within the last fourteen (14) calendar days from the date of diagnosis, I will immediately notify the FCPS Use of Facilities Coordinator of the diagnosis.
4. I acknowledge that I am aware that by my organization participating in the activity that there is a risk of my participants being exposed to COVID-19, and/or any mutation or variation thereof. I am also aware that such an exposure can occur either directly or indirectly whether or not a mask and/or gloves are worn and that FCPS cannot guarantee that by participating in the activity that there will be no exposure to COVID-19. I further acknowledge that while certain individuals of my organization may be more susceptible to becoming seriously ill if they contract COVID-19 (such as people over 65, people with serious underlying health conditions, and those with compromised immune systems), anyone, including a healthy person, is susceptible to contracting COVID-19. I have independently evaluated and reviewed the risks of being exposed to or infected by COVID-19 and have determined for my organization to participate in our activity on FCPS property with full knowledge and acceptance of the risks.

5. I understand and acknowledge that FCPS cannot eliminate the risk of exposure to COVID-19 for participants of my organization. By signing this **HOLD HARMLESS, RELEASE AND WAIVER OF LIABILITY AGREEMENT** on behalf of all participants of my organization, I fully and knowingly agree to ASSUME ALL RISKS associated with participating in the activity and the exposure to or the infection of COVID-19, including any risk of illness, bodily injury, permanent disability and/or death related, directly or indirectly, to COVID-19.

6. I hereby voluntarily and knowingly agree to RELEASE, WAIVE, DISCHARGE and COVENANT NOT TO SUE FCPS, including its officers, directors, employees, agents, and/or volunteers, (hereinafter "Releasees") for any and all losses or damages resulting from illness, bodily injury, temporary or permanent disability, and/or death to any participant of my organization, whether caused by negligence of Releasees or which might occur as a result of our participation in the activity on FCPS property that are related, directly or indirectly, from exposure to or infection with COVID-19.

7. To the maximum extent allowed by law, I hereby agree to INDEMNIFY AND HOLD HARMLESS the Releasees from and against any and all claims, demands, suits, judgments, losses or expenses of any nature whatsoever any participant of my organization (including, without limitation, attorneys' fees, costs and disbursements, whether of in-house or outside counsel and whether or not an action is brought, on appeal or otherwise), arising from or out of, or relating to, directly or indirectly, exposure to or the infection of COVID-19, or arising from or out of, or relating to, directly or indirectly, any participant of my organization exposing or infecting others with COVID-19.

8. I agree that this **HOLD HARMLESS, RELEASE AND WAIVER OF LIABILITY AGREEMENT** is to be binding upon my organization and all participants, including spouse, children, heirs and assigns, and that the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Maryland.

9. I ACKNOWLEDGE THAT THIS **HOLD HARMLESS, RELEASE AND WAIVER OF LIABILITY AGREEMENT** WAS EXPRESSLY NEGOTIATED AND IS A MATERIAL INDUCEMENT FOR THE PERMISSION GRANTED BY FCPS TO USE FCPS FACILITIES FOR ACTIVITIES OF MY ORGANIZATION.

IN SIGNING THIS HOLD HARMLESS, RELEASE AND WAIVER OF LIABILITY AGREEMENT, I ACKNOWLEDGE AND REPRESENT THAT on behalf of my organization and all participants, I have read the AGREEMENT, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written Agreement, have been made.

AGREED AND ACCEPTED:

 (Printed Name of Organization)

 (Printed Name and Title of Organization's Representative)

 (Signature)

 (Date)