**EMPLOYEE CHILD CARE**

**ASSUMPTION OF RISK / WAIVER OF LIABILITY / INDEMNIFICATION AGREEMENT**

I understand and agree as set forth below.

1. The Cotati-Rohnert Park Unified School District (“District”), its governing board, officers, agents, employees, volunteers, and representatives (collectively “Released Parties”) shall not be liable for any injury or illness suffered by my son/daughter which is related to or arises out of their presence on the District property or their use of the District facilities, and to the fullest extent allowed by law, on behalf of my child and myself, I voluntarily assume all known and unknown risks of injury or illness, howsoever caused, even if caused, in whole or in part, by the action or inaction of the Released Parties;

1. The Released Parties shall not be liable for any bodily injury to or death of persons, or damage to property, sustained by my child’s presence on the District property or use of the District facilities, that is caused by any act, neglect, default, omission, or liability of my child; except for liability, loss or damage attributed to the sole negligence or willful misconduct of the Released Parties.
2. My child’s presence on the District property and use of the District facilities includes possible exposure to, illness, and death from infectious diseases including, but not limited to, methicillin-resistant Staphylococcus aureus (MRSA), influenza, and COVID-19. While particular rules and personal discipline may reduce this risk, the risk of serious illness and death does exist;

1. I knowingly and freely assume all such risks, both known and unknown, and assume full responsibility for my child’s presence on the District property and/or use of the District facilities;
2. I willingly agree to comply with the stated and customary terms and conditions for participation as they relate to protection against infectious diseases. I have reviewed the most recent directives from the Centers for Disease Control (CDC), the California Department of Public Health and Sonoma County Health Services. I have also reviewed District policy and protocols regarding the risks associated with COVID-19 exposure and safe practices to follow provided to me by the District;
3. I will provide direct supervision of my child at all times when they are on the District’s property and will ensure that their presence does not interfere with the District’s operations. If the District determines, in its sole discretion, that I am out of compliance with this requirement, I will immediately remove my child from the District’s property;
4. To the fullest extent permitted by law, I, for myself, and on behalf of my child, heirs, assigns, and representatives hereby release and hold harmless the Released Parties with respect to any and all illness, injury, disability, death, of my child related to or arising out of my child’s presence on the District property or their use of the District facilities.

I HAVE READ THIS WAIVER OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT. I FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY.

Employee’s Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Child #1 Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Employee’s Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Child #2 Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date signed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Child #3 Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_