



THE BODY ELECTRIC

LIABILITY WAIVER and RELEASE OF CLAIMS – School Year 2021-22 ADDENDUM FOR COVID-19

Waiver:

With full awareness and appreciation of the risks involved, you and your parent/guardian, for yourselves, your family, your heirs, personal representative(s) and assign(s), do hereby **release, waive, discharge, and covenant not to sue** Walt Whitman High School, Montgomery County Public Schools, Board of Education members, Team 1389 Whitman Robotics Boosters, Inc., club sponsors, mentors, employees, volunteers, and students (collectively, the “Released Parties”) from any and all liability, claims, demands, actions and causes of action whatsoever, directly or indirectly arising out of or related to any loss, damage, or injury, including death, that may be sustained by you related to COVID-19, whether caused by the negligence of the Released Parties, or otherwise, while participating in activities as a member of Walt Whitman High School Team 1389 Robotics.

Assumption of Risk:

You and your parent/guardian agree that you are personally responsible for your safety and actions while participating in activities as a member of Walt Whitman High School Team 1389 Robotics. You and your parent/guardian agree to comply with all Walt Whitman High School Team 1389 Robotics policies, rules and instructions. You and your parent/guardian recognize that Walt Whitman High School Team 1389 Robotics cannot assure you and your parent/guardian that you will not contract COVID-19 while participating in activities as a member of Walt Whitman High School Team 1389 Robotics. You and your parent/guardian have read the previous paragraphs and you and your parent/guardian know and understand and appreciate these and other risks are inherent in the activity you are participating in. **You and your parent/guardian hereby assert that your participation is voluntary and that you and your parent/guardian knowingly assume all such risks.**

Indemnification and Hold Harmless:

You and your parent/guardian also agree to indemnify, defend and hold harmless the Released Parties from and against any and all costs, expenses, damages, claims, lawsuits, judgments, losses and/or liabilities (including attorney fees) arising either directly or indirectly from or related to any and all claims made by or against any of the Released Parties due to bodily injury, death, loss of use, monetary loss, or any other injury from or related to your participation in activities as a member of Walt Whitman High School Team 1389 Robotics, whether caused by the negligence of the Released Parties or otherwise specifically related to COVID-19.

Severability:

The undersigned further expressly agrees that the forgoing waiver and assumption of risk agreement is intended to be as broad and inclusive as is permitted by the law of the State of Maryland and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. This agreement remains in effect until Montgomery County lifts all COVID-19 related mandates.

Acknowledgement of Understanding:

You and your parent/guardian have read this waiver of liability, assumption of risk, and indemnity agreement, and fully understand its terms. No oral representations, statements, or inducements, apart from this written agreement, have been made. You and your parent/guardian acknowledge that you or your parent/guardian are signing the agreement freely and voluntarily, and intend by your signature to be a complete and unconditional release of all liability to the greatest extent allowed by law.

Signature of Participant

Date

Printed name

Signature of Parent of Participant is younger than 18 years old

Date

Printed name of Parent