



Li-Ming Chinese Academy

COVID-19 PANDEMIC STUDENT CONSENT FORM August 2021

Assumption of the Risk and Waiver of Liability Relating to COVID-19

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. Over 100,000 people in the United States have died from COVID-19. As a result, federal, state, and local governments and federal and state health agencies recommend social distancing and have, in many locations, prohibited the congregation of groups of people.

Li-Ming Chinese Academy (LMCA) has put in place preventative measures to reduce the spread of COVID-19. However, LMCA cannot guarantee that a student or their family or friends or to anyone with whom such persons may have contact, will not become infected with COVID-19. Further, attending any activities associated with LMCA such as but not limited to attendance in class, attendance in extracurricular activities, and attendance in school functions of any sort on or off campus ("School Function") could increase the risk to a student or their family or friends of contracting COVID-19.

Initial The undersigned parent or guardian ("Parent") of the student named below ("Student") confirms that the Student has not as of the date next to the signature below ("Effective Date") tested positive for COVID-19, and as of the Effective Date is not presenting any of the following symptoms of COVID-19 listed here: Fever above 100 degrees Fahrenheit, Shortness of Breath, Loss of Sense of Taste or Smell, Dry Cough, Runny Nose, or Sore Throat ("Symptoms").

Initial Parent agrees that on any date when Student has any one of the Symptoms that Student shall not be allowed to attend class or any School Function.

By signing this agreement, Parent acknowledges the contagious nature of COVID-19 and voluntarily assumes the risk that Student or Student's family or friends, or anyone who has contact with such persons may be exposed to or infected by COVID-19 because Student attended a School Function and that such exposure or infection may result in personal injury, illness, permanent disability, and death to Student or Student's family or friends, or to anyone with whom such persons may have contact. Parent understands that the risk of becoming exposed to or infected by COVID-19 may result from the actions, omissions, or negligence of Parent, Student, and others, including, but not limited to, LMCA staff, volunteers, students, and program participants and their families.

Parent voluntarily agrees to assume all of the foregoing risks and accept sole responsibility for any injury to Student, or Student's family or friends, or anyone who has contact with such persons (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that Parent or Student or others may experience or incur in connection with Student's attendance at any School Function.

Initial On my behalf of Student, or Student's family or friends, or anyone who has contact with such persons, Parent hereby releases, covenants not to sue, discharges, and holds harmless LMCA, its employees, agents, and representatives, of and from the Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating to the attendance at a School Function.

Initial Parent understands and agrees that this release includes any Claims based on the actions, omissions, or negligence of LMCA, its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation in any School Function.

Initial Parent agrees to abide by any and all Rules and Regulations promulgated by LMCA concerning COVID-19 or related issues as amended from time to time by LMCA ("LMCA COVID Rules and Regulations"), which such regulations shall be promulgated by placement on the website, sent out via email, or via other LMCA system for contacting students and parents.

Initial Parent understands and consents to LMCA's staff, agents, or affiliates taking Student's temperature and observing Student for Symptoms and if any Symptoms are present Parent shall arrange for immediate removal of Student from the premises of LMCA and shall look to LMCA COVID Rules and Regulations daily for any changes.

Student Name (print, English/Chinese)

LMCA Grade/Class

Parent/Guardian Name (print, English/Chinese)

Parent/Guardian Signature

Date