

## Aldo Leopold Charter School (ALCS) Acknowledgement of Risk and Waiver

Given the outbreak and continued spread of coronavirus disease 2019 (“COVID-19”) in the state of New Mexico, please read this COVID-19 student and family “Acknowledgement of Risk and Waiver” carefully. Your signature and acceptance of this Waiver (and your parent or guardian’s signature) is required before you will be permitted to participate in ALCS Middle School In-Person Experiential Education and Hikes.

1. In light of the ongoing spread of COVID-19, individuals who fall within any of the categories below are not permitted to be at school or a school event at this time. Your signature and acceptance of this Waiver constitutes your acknowledgement that you do not fall into any of the following categories:

- a. Individuals who currently or within the past fourteen (14) days have experienced any symptoms associated with COVID-19, which include fever, cough, and shortness of breath;
- b. Individuals who have traveled at any point in the past fourteen (14) days either internationally or to a community in the U.S. that has experienced or is experiencing sustained community spread of COVID-19;
- c. Individuals who believe that they may have been exposed to a confirmed or suspected case of COVID-19, or have been diagnosed with COVID-19 and are not yet cleared as non-contagious by state or local public health authorities.

2. The U.S. Center for Disease Control (CDC) has stated that COVID-19 spreads mainly between people who are in close contact with one another and through respiratory droplets produced when an infected person coughs or sneezes and, therefore, the CDC has recommended that people practice “social distancing” by remaining at least six (6) feet from other people during the COVID-19 outbreak and the need to wear an appropriate mask. The CDC has further stated that older people, as well as people of all ages who have a severe underlying health condition (such as, for example, heart disease, lung disease, asthma, HIV, or diabetes) appear to be at a higher risk of developing a serious COVID-19 illness. Your signature and acceptance of this Waiver constitutes your acknowledgment that you are in good physical health and have no physical condition which prevents you from safely participating in ALCS Experiential Education activities.

3. Because the CDC has stated that a fever is one of the three most common symptoms of COVID-19, ALCS will conduct daily temperature checks in an effort to identify individuals who may be infected with COVID-19. Individuals who have body temperatures at or above 99 degrees Fahrenheit will be asked by ALCS to leave and not return until they have been COVID-19 symptom-free for at least fourteen (14) days. Your signature and acceptance of this Waiver constitutes your consent to ALCS temperature check policy.

4. You acknowledge that your participation in ALCS Experiential Education activity is **entirely voluntary**.

- A. Given the ongoing concerns about the COVID-19 outbreak, the risk of contracting COVID-19 or incurring other injury or illness (which could be serious or disabling) is always present and cannot be entirely eliminated.
- B. Further, while participating in ALCS Experiential Education activities, you may not always be able to practice “social distancing” and may be in close proximity with individuals who could potentially be infected with COVID-19.

C. WITH KNOWLEDGE OF THESE RISKS, YOU AGREE TO ACCEPT ANY AND ALL RISKS OF PERSONAL INJURY OR ILLNESS OR DEATH, INCLUDING RELATED TO COVID-19 CONTRACTED DURING THE TIME THAT YOU ARE participating in ALCS Middle School Fridays.

D. You further understand that your health and safety is your responsibility and that you are free at any time to refuse, and should refuse, to do anything for ALCS Experiential Education that you are not comfortable with or that may pose a hazard to the health or safety of you or anyone else.

E. In consideration of the opportunity afforded you to participate with ALCS Experiential Education, you, on behalf of yourself and, to the extent permitted law, on behalf of your spouse, heirs, executors, administrators, assigns, and other persons or entities acting or purporting to act on your behalf, hereby generally and completely release, acquit, and forever discharge the ALCS and its current and former directors, officers, employees, agents, successors, affiliates, assigns, sponsors, donors, volunteers and representatives (collectively, the "Released Parties") of and from any and all claims, liabilities, and obligations, both known and unknown, that arise out of or are in any way related to your participating with ALCS.

F. This Waiver supersedes and replaces any prior or contemporaneous discussions and agreements, whether written or oral, between the Parties with respect to the subject of this Waiver.

Please self-monitor for signs and symptoms of COVID-19 (symptoms typically include fever, cough, and shortness of breath) and, if you experience symptoms of COVID-19, please stay home and notify the front office at ALCS that you will be learning remotely that day.

I have read this COVID-19 ALCS Acknowledgement of Risk and Waiver. I understand that I am giving up substantial rights by signing it and have signed it freely and without any inducement or assurance of any nature.

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Name of Student

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Name of Parent or Guardian

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Signature of Student

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Signature of Parent or Guardian

Date: \_\_\_\_\_

Date: \_\_\_\_\_