

Dear Dos Rios/Hurley Ranch/Union parents and guardians:

The safety and health of your child at school is our top priority.

COVID-19 (also commonly known as coronavirus) is the worst threat to public health in the past 100 years. It is highly contagious and continues to spread quickly in Arizona. Unfortunately, we've seen that even when strict precautions are in place, some people still get sick.

Our job is to work with you to help keep children and their educators healthy. We also want you to clearly understand the risks and what we're doing about them, so you can make the best decision for your family.

Attached to this letter is a legal document called a waiver. Like many legal papers, it can be hard to understand and even a little worrisome. Below I will explain the waiver and how it affects you.

Although Union Elementary School District is taking many steps to protect your child from the spread of COVID-19 (as outlined in our Back to School Plan that can be found at www.unionesd.org and through other communications provided to you), it is impossible to reduce the risk to zero. As an example, a child may contract COVID-19 outside of school, show no symptoms at all, and unintentionally infect a classmate.

By signing the waiver, you're agreeing not to make a legal claim against the district if your child gets sick. It's another way of acknowledging that no matter how hard we try, we cannot control every environmental variable.

By signing the waiver, you're also agreeing that when your child leaves home to attend class in-person, or engage in on-site support services, they are not sick, and especially, that they are not running a fever. You are agreeing, too, to keep your child at home if they show any of these symptoms:

- Fever of 100.4°F or higher
- Chills
- Cough
- Shortness of breath or difficulty breathing
- Fatigue
- Muscle or body aches
- Headache
- New loss of taste or smell
- Sore throat
- Congestion or runny nose
- Nausea, vomiting, or diarrhea
- Any other symptom of illness, whether or not you believe it's related to COVID-19

Yes, it's a long list of symptoms, but our hope is that, if everyone does their part, we can avoid unnecessary risks at school.

Finally, the waiver means that you are agreeing to keep your child at home if they have had a positive COVID-19 test.

We know this is a difficult time, so we're working hard to make many educational options available to you and keep you fully informed. In that spirit, if you have questions or need more information, feel free to contact me anytime. I'd be happy to talk things through with you.

Thank you in advance for doing your part to make sure every child stays safe and healthy.

Sincerely,

Mr. Stewart, Dr. Watkins, Mr. Welsh, Principal

Union Elementary School District

COVID-19 Waiver, Release, and Assumption of Risk Form

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. 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.

Nevertheless, the State of Arizona has elected to reopen schools for the 2020/2021 school year. Although the Union Elementary School District (the "District") has put in place protective measures to reduce the spread of COVID-19, the District cannot guarantee that your child will not become infected with COVID-19. Your child's physical attendance at school, together with other students, inherently increases the risk that your child, you, and/or your household members will contract COVID-19, notwithstanding any precautions taken by the District or school.

On behalf of myself, my household members, and my minor child, _____, I acknowledge the extremely contagious nature of COVID-19 and specifically assume all risks and hazards associated with my child's in-person school attendance during the COVID-19 pandemic. I acknowledge that by attending class in person, my child will be associating with staff and other children and may acquire COVID-19 notwithstanding any precautions taken by the school. I acknowledge that the school cannot absolutely control the conduct of its students, guarantee that they or their parents will follow safety protocols and procedures, or prevent infected students from attending and potentially spreading COVID-19 to my child, directly or indirectly.

I further acknowledge that my child's physical attendance at a District school is wholly voluntary. By permitting my child to attend school during the COVID-19 pandemic, I voluntarily assume the risk that my child may acquire COVID-19, and that COVID-19 may subsequently be transmitted from my child to me and members of my household.

I certify that my child is in good health and has no fever. (A temperature of 100.4 degrees Fahrenheit or higher is considered a fever.) I understand that symptoms of COVID-19 include, but are not limited to, fever or chills, cough, shortness of breath or difficulty breathing, fatigue, muscle or body aches, headache, new loss of taste or smell, sore throat, congestion or runny nose, nausea, vomiting, and diarrhea. I certify that my child currently has none of these symptoms, and I will prevent my child from physically attending school if my child develops any of these symptoms or any other symptoms of illness, whether or not I believe it's related to COVID-19. I will also notify the school and not permit my child to attend if my child tests positive for COVID-19. My child and I will follow all COVID-19 protocols and procedures adopted by the District or school.

To the fullest extent permitted by law, I hereby agree to waive, release, and discharge any and all claims, causes of action, damages, and rights of any kind against the school, the District, its insurers, the District's governing board, and all of their respective employees, agents, representatives, and volunteers (the "Released Parties") arising from or relating in any way to any damage, injury, trauma, illness, loss, or death that may occur to my child, me, or my household members as a result of the COVID-19 pandemic.

I further agree not to sue the Released Parties, and to defend and indemnify the Released Parties for all claims, damages, losses, or expenses, including attorneys' fees, if a suit is filed concerning an injury, illness, or death to me, my child, or my household members as a result of the COVID-19 pandemic.

Parent/Guardian Name (Printed) _____

Parent/Guardian Signature _____ Date _____