



Fannett-Metal School District Athletic Department Participation Waiver for Communicable Diseases Including COVID-19

The COVID-19 pandemic has presented athletics across the world with a myriad of challenges. The COVID-19 virus is a highly contagious illness that primarily attacks the upper respiratory system. The virus that causes COVID-19 can infect people of all ages. Research from the Centers for Disease Control, among others, has found that while children do get infected by COVID-19, relatively few children with COVID-19 are hospitalized. However, some severe outcomes have been reported in children, and a child with a mild or even asymptomatic case of COVID-19 can spread the infection to others who may be far more vulnerable. While it is not possible to eliminate all risk of furthering the spread of COVID-19, the current science suggests there are many steps schools can take to reduce the risks to students, coaches, and their families.

The FMSD will take the necessary precautions and recommendations from the federal, state, and local governments, CDC, PA DOH, as well as the NFHS and PIAA. The FMSD realizes the knowledge regarding COVID-19 is constantly changing as new information and treatments become available. These recommendations will be adjusted as needed as new information becomes available in order to decrease the risk of exposure for our staff, students, and spectators.

These Recommendations include but may not be limited to:

1. Athletes, Coaches, and Staff will undergo a COVID-19 health screening prior to any practice, event, or team meeting. The type of screening will be dependent upon the available resources and the Phase level. The purpose is to check for signs and symptoms of COVID-19. It will include a questionnaire and temperature check as needed.
2. Promote healthy hygiene practices such as hand washing, using hand sanitizer, cough in your elbow, avoid touching eyes, nose, face and mouth, no spitting, no gum chewing, No Handshakes/Celebrations (high fives, fist/elbow bumps, chest bumps, hugging)
3. Intensify cleaning, disinfection, and ventilation in all facilities
4. Encourage social distancing through increased spacing, small groups, and limited mixing between groups, if feasible
5. Educate Athletes, Coaches, and Staff on health and safety protocols
6. Anyone who is sick must stay home
7. Plan in place if a student or employee gets sick
8. Regularly communicate and monitor developments with local authorities, employees, and families regarding cases, exposures, and updates to policies and procedures
9. Athletes and Coaches **MUST** provide their own water bottle for hydration. Water bottles must not be shared. **Refill Stations and Water Fountains will NOT BE Initially AVAILABLE!**
10. PPE (gloves, masks, eye protection) will be used as needed and situations warrant, or determined by local/state governments. Face Coverings will not be used for athletes while practicing or competing.

I understand that participating in athletic programs, events, and activities may include a possible exposure to a communicable disease resulting in illness, including but not limited to MRSA, influenza, and COVID-19. While particular recommendations and personal discipline may reduce the risk, the risk of serious illness and death does exist. I knowingly and freely assume all such risks, both known and unknown, even if arising from the negligence of others, and assume full responsibility for my participation. I willingly agree to comply with the stated recommendations put forth by the FMSD to limit the exposure and spread of COVID-19 and other communicable diseases.

I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE, OR LOSS RESULTING THEREFROM.

To the fullest extent allowed by law, I, for and in consideration of the mutual promises contained in this Release, hereby remise, release and forever discharge Fannett Metal School District (“FMSD”), its successors, administrators, assigns, directors, officers, attorneys, insurers, employees, and agents, and, by these presents, do, for my successors, administrators, assigns, heirs, executors, and agents, remise, completely release and forever discharge FMSD, of and from any and all past, present or future claims, demands, obligations, actions, causes of action, rights, damages, costs, fees, including attorneys’ fees, expenses and compensation of any nature whatsoever, whether based on a tort, contract or any other theory of recovery, and whether for compensatory, statutory, or punitive damages, which I now have, or which may hereafter accrue or otherwise be acquired, on account of, or in any way growing out of or in any way related to the participation in FMSD school sports activities, and/or the relationship between and among the parties, including, without limitation, any and all known or unknown, foreseen or unforeseen, matured or unmatured claims and the consequences thereof.

I represent and warranty that I have full power and authority to execute this Participation Waiver on behalf of the undersigned Student Athlete, and I agree to defend, indemnify and hold harmless FMSD, its successors, administrators, assigns, directors, officers, attorneys, insurers, employees, and agents, regardless of any negligence on their part, from and against any and all loss, damage, claims, demands, actions or causes of action, suits at law or in equity, judgments, liability or expense, including reasonable attorneys’ fees and costs, for damages for personal injury, including death, to any person whatsoever, and for damage to property of any person whatsoever, including loss or destruction thereof, arising out of any incident or occurrence, however caused, in or as a result of the representations and warranties made by me herein, my compliance and/or non-compliance with FMSD’s recommendations, or the undersigned Student Athlete’s participation in school sports activities.

This Participation Waiver and any rights, duties and obligations as between the parties to this Participation Waiver shall be governed by and interpreted solely in accordance with the laws of the Commonwealth of Pennsylvania. Any litigation involving the parties to this Participation Waiver shall be brought solely within the Court of Common Pleas for the Thirty-Ninth Judicial District, Franklin County Branch. This Participation Waiver shall be binding upon the parties individually and jointly, and shall be fully enforceable against each.

Sport (s): _____

Signature of Parent/Guardian: _____ Date: _____

Signature of Student Athlete: _____ Date: _____

*Parents/Guardians may request a full copy of the FMSD Resocialization of Sports Recommendations. Contact Greg Best, AD at bestg@fmtigers.org or Todd Best, Secondary Principal at bestt@fmtigers.org.