

**FRANKLIN PHONETIC ELEMENTARY CHARTER SCHOOL**  
**Covid-19 Waiver, Release, and Assumption of Risk Form**

The 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 Governor of State of Arizona issued Executive Orders 2020-41, 2020-44, and 2020-51 which provide that beginning August 17, 2020 charter schools are to begin free on-site learning opportunities and support services for students who need a place to go during the day and to provide on-site learning opportunities and support services including in-person support services such as student supervision and strategic support for students in need during standard school hours, which may include teacher-led or paraprofessional support for students with distance learning instruction. Franklin Phonetic Charter School (“School”) has put in place protective measures to reduce the spread of COVID-19, however, the “School” 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 school.

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On behalf of myself, my household members, and my minor child, \_\_\_\_\_, d/o/b \_\_\_\_\_, 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 and all precautions taken by the school. I acknowledge that the school cannot absolutely control the conduct of its students, nor can it guarantee that they or their parents will follow safety protocols and procedures, in order to 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 the 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/or members of my household.

I certify that my child is in good health and has no 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 running 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 identified by the CDC as being associated with COVID-19. I further certify that my child will be symptom-free, without any medication, for twenty-four (24) hours before returning to school. 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 Franklin Phonetic Elementary Charter 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 Charter, its insurers, the Charter’s governing and corporate boards, 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 \_\_\_\_\_