ACKNOWLEDGMENT, WAIVER, RELEASE OF LIABILITY, and INDEMNIFICATION AGREEMENT FOR USE OF SCHOOL FACILITY FOR SUMMER CONDITIONING

I am the parent of the student identified below, who will be enrolled in the school district during the 2020-21 school year. My student has signed up to participate in the school's summer conditioning program. My child has my permission to participate in the program and I understand that the following conditions apply to his/her participation:

Acknowledgment of Activity and Assumption of Risks. I understand that participating in physical fitness exercises, athletics, endurance training, cardiovascular training, weight lifting, including without limitation any use of or presence in or near a weight room, and all other strength and conditioning activities in or around the School District's facilities and/or in relation to any School District activities (collectively, the "Activities") involve inherent risks. I, for myself and for my Student, understand, acknowledge, and agree that my student's participation in the Activities may subject my Student to an increased risk of being exposed to, being infected with, and suffering from communicable diseases such as the novel coronavirus and COVID-19, including without limitation all attendant bodily injuries and sickness up to and including death, and that my student's participation in the Activities may be dangerous, strenuous, hazardous, and/or present risks to my Student's health. I understand that participation in the Activities involves certain inherent risks and that, regardless of the precautions taken by the School District or the participants, including without limitation following the recommendations of federal, state, and local health officials, such as those of the Center for Disease Control and others, some bodily injury and/or disease may occur. These injuries include but are not limited to burns, cuts and lacerations, eye injuries, loss of hearing, muscle strain, sprains, dislocated joints, broken bones, back injury, head injury, contraction of infectious disease, or other bodily injuries that could result in disease, sickness, suffering, permanent disability, quadriplegia, and even death. These injuries may result from hazards such, as but not limited to, stepping on uneven ground, lifting or carrying objects, being struck by failing equipment and/or objects, being burned, catching fire, colliding with fellow participants and/or spectators, being exposed to communicable diseases, contracting communicable diseases, suffering from symptoms of communicable diseases, and/or other injuries. I have discussed these risks with my Student and he or she is fully informed of the inherent risks, and all potential consequences of the same. I, for myself and my Student, hereby assume the risk of any and all such injuries that may occur as a result of Student's participation in the Activities.

Declaration. I declare that Student is in good physical condition and suffering from no condition, impairment, ailment, or other illness that would prevent my Student from fully participating in the Activities. I acknowledge that my Student has either had a physical examination and has specifically been given permission by his or her physician to engage in the Activities at this time or that my Student and I have decided that Student will participate in the Activities without the express approval of a physician and we each do hereby assume all responsibility for such decisions.

Release of Liability, Waiver, and Indemnification. In consideration of permission granted by the School District for Student to participate in the Activities, I do hereby waive, release, and forever discharge the School District, its board of education, officers, agents, employees, volunteers, coaches, sponsors, insurers, legal counsel, and representatives (the "Released Parties") from any and all claims, including without limitation any and all demands, rights, lawsuits, actions, cross-claims, counterclaims, third-party actions, liens, damages, debts, obligations, exemplary damages, consequential damages, punitive damages, liabilities, losses, expenses, and causes of action (hereinafter, "Claims") that I, my Student, or one of our heirs, executors, administrators, or assigns may have against the Released Parties for all damages whatsoever, including without limitation any and all bodily injuries or loss of property

which result from Student's participation in the Activities, whether such injuries are caused by my negligence or the negligence of one or more of the Released Parties. Further, and without affecting the release and waiver stated herein, I agree to hold harmless, defend, and indemnify the Released Parties against any and all Claims that arise out of, are related to, or are in connection with Student's participation in the Activities. I also agree to pay for any costs, attorney fees, or awards that may result from resisting any complaint or lawsuit that my Student or I bring against one or more of the Released Parties for any injury or loss my Student or I claim to have suffered.

Expectation to Comply with Instructions and Directives. I understand my Student is expected to follow all instructions given to him/her by the adults who will be supervising the summer conditioning, including but not limited to complying with all directives and guidelines suggested by the Centers for Disease Control and local health authorities. I have reviewed those guidelines with my son/daughter.

I, the undersigned, and my Student have read this Acknowledgment, Waiver, and Release and understand all its terms. I, for myself and on behalf of my Student, execute it voluntarily and with full knowledge of its significance. **I UNDERSTAND THAT IT CONTAINS A RELEASE OF LIABILITY, WAIVER, AND AN INDEMNIFICATION AND THAT I SHOULD READ IT CAREFULLY BEFORE SIGNING.** I knowingly, voluntarily, and fully informed hereby give my permission for Student to participate in the Activities.

STUDENT'S NAME:	(``Student")
Parent's Name:	Parent's Phone #:
Parent's Email Address:	
Parent's Signature:	Date:
Student's Signature:	Date:

Weight Room/Conditioning Guidelines 5/28/20

Should the conditions warrant, these requirements will be adjusted.

NSAA Guidelines

- Follow the guidelines approved by NSAA
 - Maintain social distance by being 6 feet apart.
 - Follow gathering guidelines of groups of 10 or less students.
 - Groups of 10 or less must be pre-determined.
 - Once groups determined, students may not switch from one group to another.
 - Interaction between groups shall be avoided.
 - Sessions can only include weightlifting, running, and exercises designed to promote physical fitness.
 - Sport-specific drills are not permitted, and sport-specific equipment may not be used.
 - Implement diligent and effective cleaning and disinfecting of frequently touched objects and surfaces following the <u>guidance of the CDC</u>.
 - NSAA member school sponsored camps, clinics and open gyms are prohibited in any sport at this time.

Re-Opening Phases

- Facilities will be reopened following guidance from state and local education, health, and government leaders.
- Phase 1: June 1, 2020.
- Phase 2, Phase 3, etc. will be announced as guidance is released allowing for changes to the current phase.

Phase 1:

Facilities

- Weight room and gym will be the only areas open in the building.
- No locker rooms will be used.
- Water fountains will be off and will not be used.
- Only locker room bathroom will be available, and only if absolutely necessary.
- Social distancing expected throughout the facilities and during any activity.

Students and Staff Authorized

- Pre-determined group of 10 or fewer in each weight room/gym/outdoor.
- 6 foot distance between athletes and coaches.
- Groups will not change, and must stay together.

Arrival

- Arrive dressed and ready to work out.
- Student athletes will need to bring their own filled water bottles clearly marked with their names, no sharing will be allowed.
- Groups must only enter through the west weight room door.
- Screening required and documented for student athletes and coach/sponsor daily.
- Temperature checked before entering.
- Acknowledgement, Waiver, and Release of Liability form signed by parent and student.
- Sanitize hands upon entering the facility.
- Attendance will be taken.

Screening (pre-entry)

- Screening station at the entrance door.
 - Avoid contact with the door knobs, and other frequently touched surfaces.
- Each student athlete and coach/sponsor must be screened upon each entry.
- Temperature will be taken each day.
 - Temperature of 99.0 F or greater, the athlete will be sent home.
 - Temperature of 100.4 F or greater, send the athlete home, call parents to contact the health care provider.
 - If the IR thermometer reads high, wait one minute and retake. If the temperature is decreasing and under ideal temp, allow entry. Retake no more than two times.
- All responses to screening questions and temperature documented.
- Questions
 - Have you had or been in direct contact with the individual with confirmed COVID-19?
 - Do you have or are you experiencing any of the following:
 - Cough
 - Shortness of breath or difficulty breathing
 - Muscle pain not due to physical activity
 - Sore throat
 - New loss of taste or smell
 - New headache, or consistent headache
 - Have you traveled outside the United States in the last 14 days?
- If the answer is YES to travel or contact
 - The student athlete will be instructed to return home and the parents will be contacted. The student will not be allowed to return for 14 days.
 - Parents will be encouraged to contact their health department for directions and follow up with their coach/sponsor.
- If the answer is YES to symptoms
 - The parents will be asked to contact their healthcare provider. The athlete may not be allowed to return until after being released from the healthcare provider.
 - Parents will be encouraged to contact their health department for directions and follow up with their coach/sponsor.
 - Siblings of the symptomatic athlete will follow the same recommendations as symptomatic athletes.

Rotation

- Groups will not cross paths or mix between rotations.
- Athletes, wipe equipment down after each rotation using approved cleanser with coach/sponsor supervision.
- Move between areas in the building, from one approved location to another (weight room to gym, gym to outdoors, etc.) given designated route only.
- No re-entry to former location.

Cleaning

• Clean equipment following each group prior to rotation and each day.

Masks

- Masks (not provided) may be worn while waiting for entry, when in rotation, and upon exit.
- Masks should not be worn while performing strenuous activity.
- Masks are encouraged to be worn by coach/sponsor when within 6 feet of an athlete.

Exit

- Exit/re-entry only through specified doors.
- Student athletes are encouraged to go directly home to shower.

Symptomatic Individuals

When student athlete or coach/sponsor becomes symptomatic while in facilities

- If becoming symptomatic while in the building they will be immediately sent home and the school district will contact the health department.
- The parents will be asked to contact their healthcare provider. The athlete may not be allowed to return until after being released from the healthcare provider.
- Parents will be encouraged to contact their health department for directions and follow up with their coach/sponsor.
- If tested, and negative result, follow school policy regarding when to return following fever, etc. (24 hours fever-free).
- The specific area used by the sick individual will be immediately closed at least 4 hours and until a thorough disinfectant is applied.
- Operations within other parts of the facility will not be stopped as long as the impacted area can be completely closed off.
- Information pertaining to the incident will be communicated to the Health Department for additional guidance.
- Contact tracing will be initiated by the Health Department. Students and staff members who were in close contact (within 6 feet) of the symptomatic person will be considered exposed. Self-monitoring or quarantine may be required for any and all exposed students and staff members.

COVID-19 Positive Individuals

When a student athlete or coach/sponsor becomes COVID-19 positive

- Administration will communicate with all groups using the affected facilities as to the situation.
- The specific area used by the sick individual will be immediately closed at least 4 hours and until a thorough disinfectant is applied.
- Operations within other parts of the facility will not be stopped as long as the impacted area can be completely closed off.
- Information pertaining to the incident will be communicated to the Health Department for additional guidance.
- Contact tracing will be initiated by the Health Department beginning 48 hours prior to the onset of symptoms. Students and staff members who were in close contact (within 6 feet) of the symptomatic person will be considered exposed. Self-monitoring or quarantine may be required for any and all exposed students and staff members.

* There will likely be several days between symptoms starting, testing, and receiving results of the test. Individuals who have been tested and are waiting results will not be allowed entry into the facilities.

NSAA Guideline Q/A

June 1 Weight Lifting/Conditioning



Below are a few of the most frequently asked questions after the Governor gave his okay for schools to open their weight room facilities.

- 1. Q. Are the use of gymnasiums allowed?
 - A. Yes, no more than 10 athletes at a time, and they must keep the 6 feet social distancing at all times.
- 2. Q. Can outdoor spaces be used for conditioning?
 - A. Yes, one group of 10 or less students can utilize outdoor spaces for conditioning. Only 1 group can be outside at any given time.
- 3. Q. Can we have a group outside conditioning and in the gym at the same time?
 - A. Yes, limit of 10 in each group, keep social distance, and they cannot intermingle/change groups.
- 4. Q. Can we have one group of 10 lifting and another group of 10 in the gym conditioning? A. Yes, as long as your gym and the weight room are not the same room.
- 5. Q. We have more than one weight room, can we use both of them?
 - A. Yes, limit of 10 students per room.
- 6. Q. Can schools open additional temporary weight rooms to accommodate multiple groups of students?
 - A. No, schools are prohibited from creating additional temporary weight rooms to accommodate multiple groups of students. Schools shall only use preexisting weight rooms.
- 7. Q. Does the number 10 include the coach?

- A. No, 10 athletes plus one coach. Coaches are not required to stay with the same group of 10 athletes.
- 8. Q. Is there a number limitation for kids on our school campus?
 - A. That number would depend on a school's number of gyms, weight rooms, and one group of 10 outside. It will be different for all schools.
- 9. Q. Can we have a spotter when we weight lift?
 - A. We suggest you start with light weight, more reps. We recommend spotting while maintaining social distance. If someone needs help, by all means help.
- 10. Q. How often should we sanitize our rooms/equipment?
- A. Before, during, and after all workout sessions.
- 11. Q. Can our dance team or cheerleaders practice?
 - A. No, all sport and activity practices are prohibited. All students are permitted to only participate in weight training and conditioning programs.

The NSAA is starting with the weight room and conditioning to start acclimating students back into our sports and activities, at this time, all other school sponsored sports and activities are prohibited.

Prioritizing the health and safety of all students and staff must remain the focus of each NSAA member school.

Please follow these guidelines and ask questions if you are not sure. We very much want to have a fall season, and we need to do everything in our power to make it happen. Your assistance is not only appreciated, it is monumental in making it happen.