

# Safety Code of Conduct and Waiver for Jamestown Presbyterian Church (JPC) Youth Group Assumption of Risk and Waiver of Liability Associated with Coronavirus and COVID-19

Student Name \_\_\_\_\_

I understand that coronavirus is highly contagious and that it is usually transmitted from person to person. I understand that attending youth group activities with other people could increase my risk of contracting the virus even if I follow all of the protection guidelines. I understand that being present for these youth activities is a personal decision and completely voluntary and not required in any way. In order to best protect myself, fellow students, my family, and my community, I promise to follow all social distancing and other protective measures required by JPC and the facilities where I am as well as any state or local mandates that are in effect.

## Student Supplementary COVID-19 Safety Code of Conduct

Student and parent/guardian please initial each item to indicate agreement

\_\_\_\_\_, \_\_\_\_\_ I promise not to come to a youth group activity if I 1) have had COVID-19 and do not have a doctor's note permitting me to return; 2) do not feel well; 3) have a temperature above 100 degrees F; 4) have been around anyone who has had COVID-19 in the past two weeks, feel ill, or have a fever; 5) have traveled, but not completed the two-week self-quarantine period recommended by the CDC or required by state mandate.

\_\_\_\_\_, \_\_\_\_\_ I promise not to come to any youth activities if someone in my household doesn't feel well or has a temperature greater than 100\* F.

\_\_\_\_\_, \_\_\_\_\_ I promise not to come to any youth activities if I have been in contact with anyone diagnosed with COVID- 19 in the past two weeks.

\_\_\_\_\_, \_\_\_\_\_ I will follow the social distancing rules **AT ALL TIMES**, even if other students' recommended spacing is 6 feet.

\_\_\_\_\_, \_\_\_\_\_ I will not physically touch another student or youth group volunteer.

\_\_\_\_\_, \_\_\_\_\_ I will not touch anyone else's belongings.

\_\_\_\_\_, \_\_\_\_\_ I will be spatially aware.

\_\_\_\_\_, \_\_\_\_\_ I will provide my own Covid-19 protection supplies such as masks, gloves or hand sanitizer.

\_\_\_\_\_, \_\_\_\_\_ If JPC utilizes the checking of temperatures at the door, I promise to comply and that I won't take fever reducing medications prior to arrival.

\_\_\_\_\_, \_\_\_\_\_ I will wash or sanitize my hands thoroughly before I enter JPC buildings or any other facility used for youth meetings.

\_\_\_\_\_, \_\_\_\_\_ I will wash or sanitize my hands thoroughly upon leaving JPC buildings or any other facility used for youth meetings.

\_\_\_\_\_, \_\_\_\_\_ If a COVID-19 infection occurs at a youth activity or new information becomes available about additional risk reduction, I will follow all extra protective measures required by JPC.

All students and parents must agree to review and abide by this Safety Code of Conduct before voluntarily participating in any youth programs. All other JPC codes of conduct, rules, and policies approved by Session remain in effect.

Student's Signature \_\_\_\_\_ Date \_\_\_\_\_

## **Safety Code of Conduct and Waiver for Jamestown Presbyterian Church (JPC) Assumption of Risk and Waiver of Liability Associated with Coronavirus and COVID-19**

**ACKNOWLEDGEMENT** In consideration for being permitted to participate in the programs of JPC youth including, but not limited to, observation or use of facilities or equipment, or participation in any on- or off-site program affiliated with JPC youth, I acknowledge that (a) novel coronavirus ("**COVID-19**") infections have been confirmed throughout the United States including in North Carolina; (b) COVID-19 is extremely contagious and is believed to be spread by various methods including person-to-person contact and contact with contaminated surfaces; and (c) that it is believed that people who have COVID-19, but do not show symptoms, may be able to spread the virus.

**AGREEMENT TO ABIDE BY JPC'S POLICIES** I hereby agree, represent, and warrant that neither I nor my children shall visit or utilize the programs of the JPC youth group if I, he or she: (i) experiences symptoms of COVID-19 including without limitation, fever, cough, shortness of breath, chills, repeated shaking with chills, muscle pain, headache, sore throat or new loss of taste and/or smell (or any other symptom later to be determined to be a symptom of COVID-19); (ii) has a suspected or diagnosed/confirmed case of COVID-19; or (iii) within the last 14 days has been exposed to someone who exhibits the symptoms listed in (i) above or has a diagnosis as set forth in (ii) above. I agree to notify Jay Smith, Senior Pastor or Casey Riker, Associate Pastor immediately if I believe that any of the foregoing access/use restrictions may apply.

JPC has taken and may in the future take certain steps to slow the transmission of COVID-19 including without limitation the access/use restrictions set forth above. I acknowledge and agree that JPC may revise its procedures at any time and further agree to review and to comply with the revised procedures as a condition of participating in programs of the JPC youth group. I further acknowledge and agree that due to the nature of the facilities, services, and programs offered by JPC, social distancing of 6 feet per person may not always be possible. I understand that the risk of becoming exposed to or infected by COVID-19 during JPC programming may result from the actions, omissions, or negligence of myself and others, including, but not limited to, JPC facility employees, volunteers and program participants and their families.

I fully understand and appreciate both the known and potential dangers of utilizing the programs of JPC and entering any facilities where programming occurs and acknowledge that use thereof by me and/or my children is completely voluntary and may, despite reasonable efforts to mitigate such dangers, result in exposure to COVID-19, which could result in quarantine requirements, serious illness, disability, and/or death.

**IN FURTHER CONSIDERATION OF BEING PERMITTED TO PARTICIPATE IN PROGRAMS OFFERED BY JPC YOUTH AND ENTERING FACILITIES AT WHICH THIS PROGRAMMING TAKES PLACE INCLUDING BUT NOT LIMITED TO OBSERVATION OR USE OF FACILITIES OR EQUIPMENT OR PARTICIPATION IN ANY PROGRAM AFFILIATED WITH JPC, I HEREBY AGREE TO THE FOLLOWING:**

**ASSUMPTION OF RISK AND RELEASE OF LIABILITY** By signing this agreement, I voluntarily assume all known and unknown risks of COVID-19 exposure and accept sole responsibility for any injury to my child(ren) or myself including but not limited to quarantine, personal injury, illness, disability, and/or death,

damage, loss, claim, liability, or expense, of any kind, that I or my child(ren) may experience or incur in connection with participating in JPC youth programming (collectively, "Claims"). On my behalf, and on behalf of my children, I hereby release, covenant not to sue, discharge, and hold harmless Jamestown Presbyterian Church, the Facilities that it utilizes, organizations involved in its operation, their employees, agents, representatives, and volunteers (collectively, "Releasees") of and from all Claims of every kind arising out of or relating to COVID-19. I understand and agree that this release includes all Claims based on the actions, omissions, or negligence of JPC, its officers, directors, employees, agents, volunteers, and representatives whether a COVID-19 infection occurs before, during, or after participation in any JPC program.

**INDEMNIFICATION** I HEREBY AGREE TO INDEMNIFY, SAVE AND HOLD HARMLESS JPC and all other Releasees from any loss, liability, damages or costs (including without limitation costs of defense and legal fees for counsel of such Releasee's choosing) which such Releasee may incur, whether caused by active or passive negligence, or otherwise while I or my child(ren) are in, upon, or about JPC premises or present for or participating in any program affiliated with JPC, specifically including any loss, liability, damages or costs arising from or related to Claims which may be asserted by my children or their representative. I understand and agree that JPC is not required to provide insurance to cover me or my children in the event they suffer COVID-19 related damage, quarantine, illness, injury, or death, upon, or about the premises or any facilities or equipment therein or participating in any program affiliated with JPC.

**CONCLUSION AND AGREEMENT TO ALL TERMS** I expressly agree that the foregoing ASSUMPTION OF RISK, RELEASE AND WAIVER OF LIABILITY, AND INDEMNITY AGREEMENT is intended to be as broad and inclusive as is permitted by the laws of the State of North Carolina and that if any portion thereof is held invalid, the balance shall, notwithstanding, continue in full legal force and effect.

I HAVE CAREFULLY READ AND VOLUNTARILY SIGN THIS AGREEMENT. I AM NOT RELYING ON ANY REPRESENTATIONS, STATEMENTS OR INDUCEMENTS, WRITTEN, ORAL OR OTHERWISE, NOT SET FORTH IN THIS AGREEMENT. I AM AWARE THAT BY AGREEING TO THIS AGREEMENT I AM GIVING UP VALUABLE LEGAL RIGHTS, INCLUDING MY AND MY CHILDREN'S RIGHT TO RECOVER DAMAGES FROM JAMESTOWN PRESBYTERIAN CHURCH ARISING FROM OR RELATED TO EXPOSURE TO COVID-19 AND/OR ANY QUARANTINE REQUIREMENTS, ILLNESS, INJURY OR DEATH RESULTING THEREFROM. I UNDERSTAND THAT THIS DOCUMENT IS A PROMISE NOT TO SUE, A RELEASE, AND AN INDEMNIFICATION FOR ALL CLAIMS. I ALSO UNDERSTAND AND AGREE THAT THIS AGREEMENT IS ALSO MADE ON BEHALF OF MY MINOR CHILD(REN) AND/OR LEGAL WARDS AND I REPRESENT AND WARRANT TO JPC THAT I HAVE FULL AUTHORITY TO SIGN THIS AGREEMENT ON BEHALF OF SUCH MINOR(S).

STUDENTS AND PARENTS/GUARDIANS MUST SIGN THIS FORM AS A PRECONDITION TO PARTICIPATING IN JPC YOUTH PROGRAMS.

Student signature \_\_\_\_\_ Date \_\_\_\_\_

Parent/Guardian signature \_\_\_\_\_ Date \_\_\_\_\_