

DIOCESE OF WINONA-ROCHESTER

STATEMENT OF UNDERSTANDING,
CONSENT FORM AND LIABILITY WAIVER FOR STUDENTS

This Agreement dated _____ is made and entered into by Sacred Heart School (hereinafter referred to as "School") and _____ who is/are the (check one):

Parents Legal Guardian(s) Other

This Agreement relates to the following students:

Student Name _____ Grade Level _____

Student Name _____ Grade Level _____

Student Name _____ Grade Level _____

Student Name _____ Grade Level _____

The novel coronavirus, COVID-19, has been declared a worldwide pandemic and is extremely contagious. As a result, in order to resume school activities, social distancing and other essential safety measures at the Catholic School named above ("School") have been established. The School has put in place reasonable preventative measures and standards of behavior to reduce the spread of COVID-19 at School and School activities. Even with implementation of safety protocols, the School cannot guarantee that you or your child(ren) will not become infected with COVID-19 and attendance and School and/or participation in the School activity could increase your risk and/or your child(ren)'s risk of contracting COVID-19.

By signing this agreement, I/we acknowledge the contagious nature of COVID-19 and that my/our child(ren) and I/we may be exposed to or infected by COVID-19 by attending and/or working at school, and/or by participating in school activities, and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I/we understand that the risk of becoming exposed to or infected by COVID-19 at the above named School may result from the actions, omissions, or negligence of myself/ourselves and others, including, but not limited to School employees, volunteers, and program participants and their families.

I/we further agree on behalf of myself/ourselves, my/our child (student) named herein, and my/our heirs, successors, and assigns, to absolutely release, defend, indemnify, and hold harmless the named School (and associated parishes), principals, teachers, diocesan superintendent of education, canonical administrator(s), and the Catholic Diocese of Winona-

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Rochester, the parishes within the geographical boundaries of the Diocese of Winona, its priests, bishops, members, directors, officers, employees, attorneys, agents and representatives ("Indemnitees") associated with the School and arising from or in connection with any alleged negligent acts or omissions of the Indemnitees, from any and all claims and causes of action in any way related to attendance or working at the School, including but not limited to any claims of negligent exposure.

By execution of this Statement, I affirm that I have read the following questions:

1. Have you had a fever as defined by the Minnesota Department of Health during the past 24 hours?
2. Have you had a new or unexpected cough during the past 7 days?
3. Have you been around anyone exhibiting these symptoms within the past 14 days?
4. Are you living with anyone who has been sick, has exhibited symptoms of COVID-19, or is currently under quarantine for exposure to COVID-19?

By execution of this Statement, I affirm that I have read the foregoing questions, and, on my child's behalf, affirm that my answer is "No" to each of the foregoing questions. I understand that if my answer to any of the foregoing questions on any given school day is "Yes," my child is not permitted to attend School.

I understand that, in the event my child develops symptoms or suspected symptoms of COVID-19, I will be contacted by School staff and I will make immediate preparations to have my child picked up from School. In the event of a medical emergency, I authorize the School and School staff to call 9-1-1 and have my child transported to a hospital or healthcare facility. I further understand and affirm that the School and School staff have discretion to determine whether a student is ill, or potentially contagious, and whether it is in the best interests of the student, student body, teachers, and School staff, to mandate that a child/student be picked up from school at the time of that determination.

I further understand that, in the event that my child contracts COVID-19 or becomes exposed to someone with COVID-19, my child will need to be quarantined as directed by the Centers for Disease Control and Prevention ("CDC").¹

I understand that staff members and students may not return to School until they have met the CDC's criteria to discontinue home isolation:

¹ The following criteria and information are taken from the Centers for Disease Control and Prevention ("CDC"). The following does not constitute medical or legal advice for any particular student or staff member, and for guidance on any individual case, a student or staff member is encouraged to contact their medical provider. See, <https://www.cdc.gov/coronavirus/2019-ncov/community/schools-childcare/schools.html>.

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- A. If a sick staff member or student suspects or knows they had COVID-19, and had symptoms, they may return to School after:
1. 3 days with no fever;
 2. Symptoms improved, and
 3. 10 days since symptoms first appeared.

Depending on a student or staff member's healthcare provider's advice and availability of testing, they might get tested to see if they still have COVID-19. If tested, they may return to school when they have no fever, symptoms have improved, and they receive two negative test results in a row, at least 24 hours apart.

- B. If a sick staff member or student tested positive for COVID-19 but had no symptoms, and continue to have no symptoms, that sick staff member or student may return to school after:
1. 10 days have passed since test

Depending on a staff member or student's healthcare provider's advice and availability of testing, they might get tested to see if they still have COVID-19. If tested, they may return to school after they receive two negative test results in a row, at least 24 hours apart.

If a staff member or student has a weakened immune system (immunocompromised) due to a health condition or medication, additional precautions may need to be taken. People with conditions that weaken their immune system might need to stay home longer than 10 days. Students and Staff Members are encouraged to contact their healthcare provider for more information. If testing is available, it may be recommended by a healthcare provider. A student or staff member may return to School after they receive two negative test results in a row, at least 24 hours apart.

If testing is not available in the area, the student or staff member's doctor should work with an infectious disease expert at the local health department to determine if they are likely to spread COVID-19 to others and need to stay home longer.

- C. For Anyone Who Has Been Around a Person with COVID-19

I understand that anyone who has close contact with someone with COVID-19 may not return to School for 14 days after exposure.²

² https://www.cdc.gov/coronavirus/2019-ncov/if-you-are-sick/end-home-isolation.html?CDC_AA_refVal=https%3A%2F%2Fwww.cdc.gov%2Fcoronavirus%2F2019-ncov%2Fprevent-getting-sick%2Fwhen-its-safe.html.

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I understand and hereby authorize the School to enforce such other reasonable measures and directives as may be deemed necessary by the Bishop of the Diocese of Winona-Rochester, John M. Quinn, Superintendent Marsha Stenzel, or by the Principal of the School. I further understand that, in the event that it becomes necessary that classes should be administered via distance learning, I will not be entitled to a refund of any of my tuition fees.

I/we further agree on behalf of myself/ourselves, my/our child (student) named herein that if any portion of this Agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

By execution of this Statement, I understand and agree to the foregoing terms and conditions.

Legal Parent/Guardian Signature: _____

Date: _____

Legal Parent/Guardian Signature: _____

Date: _____

ACCEPTED:

LeAnn Dahle, Principal: _____

Date: _____