

**ASSUMPTION OF RISK AND RELEASE AND INDEMNITY  
(WAIVER OF IMPORTANT LEGAL RIGHTS)**

I acknowledge, understand, and agree, in consideration of the participation of me and/or a minor of whom I am parent or guardian (the "Minor") in activities operated by or on behalf of Sandhills Independent School Corporation d/b/a The O'Neal School ("ONS") as hereinafter set forth.

ACKNOWLEDGEMENTS

Viruses and communicable diseases including, without limitation, Severe Acute Respiratory Syndrome Coronavirus 2 (SARS-CoV-2), COVID-19, and any mutation or variation thereof (collectively, "COVID-19") are extremely contagious and are believed to spread through person-to-person contact.

COVID-19 involves (a) an incubation period during which carriers may not show any symptom but may be contagious and (b) dangerous risks of illness—including serious illness, bodily injuries, and death—to children and their families.

ONS cannot guaranty reliable or consistent compliance by other persons with all applicable COVID-19 rules and requirements and further anticipates, based on its experience with educational activities, that children can be unpredictable and will not, despite instruction, necessarily reliably or consistently comply with all rules and requirements including, without limitation, limitation upon physical contact and physical separation.

ONS cannot thus offer any assurance that I or the Minor will not be infected with COVID-19. There are, at any and all times, likely to be employees and other participants in activities conducted by ONS, and, despite the risks of COVID-19, I knowingly and voluntarily (a) choose for me and/or the Minor to participate activities conducted by ONS and (b) to assume any and all risks related thereto to the maximum extent permitted by law.

AGREEMENTS

I hereby affirm that I have not (a) been diagnosed with, demonstrated any symptoms of or have been, to the best of my knowledge, exposed to COVID-19 and (b) not traveled outside the continental United States within the past fourteen (14) days to countries affected by COVID-19 or traveled within the continental United States by commercial airline, bus or train within the past fourteen (14) days.

I hereby release, waive, and forever discharge ONS and its officers, directors, employees, volunteers, and contractors (the "Releasees") from and agree to indemnify each of the Releasees against, to the maximum extent permitted by law, any and all claims, demands, actions, and rights of action of whatever kind or nature, in law or in equity, known or unknown, arising from or related to any serious illness, bodily or personal injuries, or death arising from COVID-19 by me or my Minor or others including serious illness, bodily and personal injuries or death arising from or related to, directly or indirectly, exposure to COVID-19 or the negligence of the Releasees or any of them.

I shall not institute or prosecute (or, except to the extent required by law, in any way aid, assist, or cooperate with the institution or prosecution of) any action, suit, hearing or other proceeding of any kind, nature or character at law or in equity against the Releasees or any of them in order to collect, enforce, declare, assert, establish or otherwise raise any defense, claim, cause of action, contract, liability, indebtedness or obligation arising from or related to, directly or indirectly, exposure to COVID-19 or the negligence of the Releasees or any of them.

I am acquainted with appropriate updated health guidelines and other safety practices for the prevention of the spread of COVID-19. It is not the responsibility or obligation of the Releasees or any of them to teach or advise me of appropriate health guidelines or COVID-19 prevention practices.

This Assumption of Risk and Release (this "Agreement") is given on behalf of me and my Minor and his or her executors, heirs, and assigns. If any portion of this Agreement is held to be invalid by any court or tribunal, the remainder hereof shall continue in full force and effect. This Agreement constitutes the entire

agreement with respect to the subject matter hereof and supersedes all other prior agreements or undertakings with respect to the subject matter hereof, both written and oral. No amendment, modification or waiver of, or consent with respect to, any provision of this Agreement shall in any event be effective unless the same shall be in writing and signed and delivered by the party against which or whom enforcement is sought. This Agreement shall be interpreted and construed in accordance with the laws of the State of North Carolina. Any and all claims, controversies, and causes of action arising out of or relating to this Agreement shall be governed by the laws of the State of North Carolina without giving effect to any conflict-of-laws rule that would result in the application of the laws of a different jurisdiction. I hereby (a) irrevocably submit and consent to the exclusive jurisdiction and venue of the General Court of Justice of the State of North Carolina for Moore County and the United States District Court for the Middle District of North Carolina, as well as all respective appellate courts therefrom, (collectively, the "Courts") over any action, suit or proceeding arising out of or relating to this Agreement, (b) consent to the exercise of personal jurisdiction thereover and venue in the Courts and hereby waive any objection and defense to the exercise of personal jurisdiction or venue. No provision of this Agreement shall be construed, however, to affect the right of any party to enforce a judgment rendered by the Courts in any other jurisdiction. I am legally authorized to execute and deliver this Agreement on behalf of my Minor, and, regardless of whether one or more of the parents of the Minor execute and deliver this Agreement, I represent and warrant to ONS that this Agreement is effective and enforceable.

**I ACKNOWLEDGE AND AFFIRM—AND, AS APPLICABLE, FURTHER ACKNOWLEDGE AND AFFIRM THE TERMS OF THE ASSUMPTION OF RISK—THAT I CAREFULLY READ THE CONTENTS OF THIS ASSUMPTION OF RISK AND RELEASE, FULLY UNDERSTAND ITS MEANING, AND SIGN IT VOLUNTARILY.**

**PARTICIPANT**

**GUARDIAN OR PARENT OF PARTICIPANT  
(if participant is a minor)**

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date of Birth

**GUARDIAN OR PARENT OF PARTICIPANT  
(if participant is a minor)**

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date