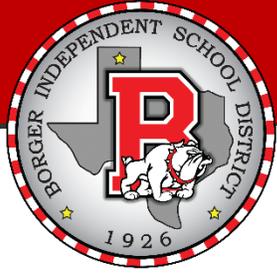


Borger Independent School District

Department of Athletics

Eric Wilson - Director



1307 Bulldog Blvd., Borger, TX 79007 www.borgerisd.net 806-273-1033 Fax 806-273-1018

Big Opportunities — Small School Setting

COVID-19 WAIVER OF LIABILITY AND INDEMNIFICATION

As the parent/guardian of _____ (printed name), I/we agree that our student athlete is responsible for their own safety and actions while using any Borger ISD equipment, premises, or facilities for summer workouts. Our student hereby agrees to comply with all Borger ISD policies and rules, including but not limited to all Borger ISD policies, guidelines, signage, and instructions. Because the Borger ISD facilities are open for use by other individuals, we recognize that he/she may be at a higher risk of contracting COVID-19.

With full awareness and appreciation of the risks involved, we as the parent/guardian(s) hereby forever release, waive, discharge, and covenant not to sue the Borger Independent School District, its board members, officers, agents, servants, independent contractors, affiliates, employees, successors, and assigns (collectively the "Released Parties") from any and all liability, claims, demands, actions, and causes of action whatsoever, directly or indirectly arising out of or related to any loss, damage, or injury, including death, that may be sustained by me related to COVID-19 or other injury/disease whether caused by the negligence of the Released Parties, any third-party using Borger ISD facilities, or otherwise, while participating in any activity while in, on, or around Borger ISD facilities and/or while using any Borger ISD facilities, tools, equipment, or materials.

I HEREBY AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS THE RELEASED PARTIES FROM AND AGAINST ANY AND ALL COSTS, EXPENSES, DAMAGES, CLAIMS, LAWSUITS, JUDGMENTS, LOSSES, AND/OR LIABILITIES (INCLUDING ATTORNEY FEES) ARISING EITHER DIRECTLY OR INDIRECTLY FROM OR RELATED TO ANY AND ALL CLAIMS MADE BY OR AGAINST ANY OF THE RELEASED PARTIES DUE TO BODILY INJURY, DEATH, LOSS OF USE, MONETARY LOSS, OR ANY OTHER INJURY FROM OR RELATED TO THE USE OF THE BORGER ISD FACILITIES TOOLS, EQUIPMENT, OR MATERIALS, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASED PARTIES OR OTHERWISE SPECIFICALLY RELATED TO COVID-19.

By signing below I acknowledge and represent that I have read the foregoing Waiver of Liability, understand it and sign it voluntarily as my own free act and deed, including without limitation the Release of Liability and Indemnification requirements contained in this document; I am sufficiently informed about the risks involved in using Borger ISD facilities to decide whether to sign this document; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made. I agree that this Waiver of Liability shall be governed by and construed in accordance with Texas law, and that if any of the provisions hereof are found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision(s) shall be deemed modified to the limited extent required to permit enforcement of the Waiver of Liability as a whole. This waiver remains in effect until the State of Texas lifts all COVID-19 related mandates.

Parent/Guardian Name (Printed)

Parent/Guardian Signature

Date