

CONSENT, WAIVER AND RELEASE FOR STUDENT CORONAVIRUS TESTING

Please direct any questions to School Nurse, Melissa Wynne, mwynne@gulfstreamschool.org, 561-450-3027 .

The novel coronavirus, known as Coronavirus Disease 2019 (COVID-19), which causes respiratory illness in people, has spread globally, including the United States. COVID-19 is **extremely** contagious. The World Health Organization has declared COVID-19 to be a worldwide pandemic.

After reviewing Centers for Disease Control and Prevention (“CDC”) guidelines and applicable state and local orders regarding COVID-19, Gulf Stream School, Inc. (“School”) will resume School activities beginning on [September 1,2021].

1. I/we understand that the School is offering voluntary testing for COVID at the School, through the School Nurse, who will administer the test, review the test, assess, determine results, report the results, and engage in contact tracing processes.

2. I/we hereby consent to have our Student undergo this test, and I/we understand that I/we will be provided with results when they are available. Students only participate with permission from a parent or guardian. It is important to (Gulf Stream School) that you are fully informed regarding the process and that we can answer any questions that you might have in advance of asking you to sign the consent form. Symptomatic testing is used when a student is showing [symptoms of COVID-19](#) during school; students should not come to school if they are feeling sick while at home. Some symptoms of the virus look identical to other illnesses like the cold or flu, and this test tells us whether a symptomatic student has COVID-19 or not. This is a rapid test, and we receive the results of this **Abbott BinaxNow** test within 15 minutes.

3. If the test is positive for COVID-19, or the student is, in the view of the School Nurse, presenting symptoms of COVID-19, the student must be picked up from School and I/we understand that I/we should seek immediate medical attention for the Student. The Student will be

required to stay at home and isolate for the appropriate period required by the School and public health officials.

4. I/we understand and acknowledge that the results of this test will be kept confidential to the greatest degree possible, except that the results will be provided to appropriate officials/administrators of the School who have a need to know this information and, if required, to public health officials.

5. I/we acknowledge that even though the results may be negative, this does not mean that the Student cannot contract the virus in the future and that the Student will follow all safety and health procedures established by the School to prevent the spread of COVID-19.

6. I have fully read this form and was given the opportunity to ask any question regarding this testing and/or the testing procedure and process.

WAIVER AND RELEASE

I/we, the parent(s) and/or legal guardian(s) of the Student, jointly and severally, and intending to legally bind ourselves and the Student (collectively the "Releasers"), do hereby waive, release and discharge, and promise not to sue, the School, and its officers, directors, employees staff, volunteers, and supervisors, or any of the medical professionals providing any of the services outlined herein (including but not limited to School nursing or medical personnel), and each of their successors and assigns (collectively the "Released Parties") from any and all liability and/or claims, suits, damages, injury, disability, death, costs and expenses (collectively the "Claims") relating to, associated with, or arising from temperature checks and any of the COVID-19 processes.

My/Our release, waiver, discharge and promise not to sue the Released Parties extends to all Claims, whether arising before, during or after Student's participation in temperature checks and/or COVID-19 testing, whether described in this Waiver and Release or not, and whether caused by the sole or joint negligence, gross negligence, or tortious act or omission of the Released Parties, or any of them, or any third party. I/ We understand that this Release and Waiver extends to the Released Parties own negligence, including, without limitation, their own negligent

action and/or inaction in regard to protection against the COVID-19 virus. However, this Release and Waiver does not apply to the willful misconduct of the Released Parties. The Releasers hereby knowingly and voluntarily waive, to the fullest extent permitted by law, the benefits of any statute, law, rule, or common law which may limit the scope of this Release and Waiver.

If any part of this Release and Waiver, or if the whole Release and Waiver is found to be invalid, unenforceable, or void, for any reason, then the Releasers acknowledge and agree that the Released Parties' entire liability to the Releasers or any other person shall never, under any circumstances, be more than any applicable insurance limits, even if one or more of the Released Parties was negligent or grossly negligent. In addition, the Releasers acknowledge that none of the Released Parties shall ever be liable to any person for special, incidental, consequential, or punitive damages or for any indirect damages such as, but not limited to, exemplary damages or lost earnings, lost revenues or loss of consortium, or companionship (even if the Released Parties have been advised of the possibility of such damages) whether based upon statute, contract, tort, negligence, strict liability, or otherwise.

Child's name: _____

Parent's name (print): _____

Parent's signature: _____
