

**Hudson City School District**  
**COVID-19 Acknowledgement and Assumption of Risk**  
**Interscholastic Sports – 2020/2021 School Year**

The unique characteristics of COVID-19, including its potential for transmission by infected individuals who are asymptomatic, require a community-wide commitment to mitigate the transmission of COVID-19.

The District has put in place a school reopening plan and health and safety procedures and protocols consistent with the recommendations of the Center for Disease Control (“CDC”), along with other federal, state, and/or local authorities.

Participation in interscholastic athletics is a privilege, not a right. The cooperation of each student-athlete and their parent(s)/guardian(s) (hereinafter “you”, “your”, “we”) is critical to the District’s efforts to mitigate the transmission of COVID-19. Your cooperation in responding candidly and accurately to daily screening questions and in complying with the COVID-19 protocols established by the District, and in regards to athletic participation, is essential. Failure to follow the District’s COVID-19 protocols may lead to your removal from athletic participation.

Even with health and safety protocols in place, there still is a risk that you may contract COVID-19 or a variant of COVID-19 (hereinafter, the term “COVID-19” shall be interpreted to include all variant forms of COVID-19).

Accordingly, despite its compliance with CDC, federal, state, and/or local guidelines and recommendations, the District cannot limit all potential exposure to COVID-19.

**Acknowledgments / Conditions for Participation in Interscholastic Athletics**

By signing below, the student and their parent(s)/guardian(s) acknowledge and/or consent to the following:

- Health officials have warned of more highly transmissible variant forms of COVID-19. Although the more highly transmissible variant forms have not been previously identified in the local area, variant forms have been identified in New York State.
- Participation in interscholastic athletic activities is voluntary.
- Symptomatic and asymptomatic individuals can spread the virus. Even if a student does not show symptoms of COVID-19, he/she may be a carrier and expose others to COVID-19. If a student-athlete is infected, there is a significant risk of transmission to others living in the student-athlete’s home. Older people and those with underlying health conditions are at higher risk of serious disease.
- It cannot be predicted who will become severely ill if infected. COVID-19 can lead to serious medical conditions and death for people of all ages. The long-term effects of COVID-19 are currently unknown. People with mild cases may experience long-term complications.
- The New York State Public High School Athletic Association (“NYSPHSAA”) has categorized sports based upon their level of potential risk.
  - “High” Risk winter sports (i.e. basketball, competitive cheer, ice hockey, and wrestling, etc.)
  - “Low and Moderate” Risk winter sports (i.e. include bowling, gymnastics, indoor track and field, skiing, and swimming and diving, etc.)
- Participation in a “Low and Moderate” risk sport does not in and of itself mitigate or eliminate the risk of being exposed to or infected with COVID-19.
- Participation in “High” Risk sports has inherent characteristics that could increase the risk of exposure to or infection of COVID-19.
- The COVID-19 virus can potentially negatively impact an individual’s body, including but not limited to the heart and lungs, thereby posing a potential risk to individuals who return to exercise post-infection.
- If my child has been diagnosed with COVID-19 prior to the winter sports season or develops COVID-19 during the season, we will comply with supplying additional medical authorization that specifically authorizes my child to participate in athletics after his or her recovery from COVID-19. We understand that this may require additional cardiac or pulmonary screening.
- The final decision regarding whether an athlete is cleared to participate in athletic activities resides with the District’s medical director.

- Due to quarantine requirements and/or contact tracing, the season may end early and/or be placed on pause.
- The start of the winter sport season does not guarantee that the school will participate in interscholastic competitions.
- Participation in interscholastic athletics on Hudson City School District teams may contribute to the risk of being exposed to COVID-19, and/or any variation thereof.
- If during the winter sports season, a student tests positive for COVID-19 and exhibits any “severe” symptoms (i.e. deep cough, shortness of breath without physical exertion; chest discomfort; confusion/unresponsiveness; trouble staying awake; watery eyes or swollen eyelids; or bluish face/lips), prior to the student’s return to participation in their respective sport, the student must complete physical fitness testing to ensure that the student is fit to compete.
- As a condition for the student to participate in “High” Risk winter sports, in an effort to avoid a possible outbreak of COVID-19 cases, the student and/or the student’s parent(s)/guardian(s) must consent to surveillance testing of the student for COVID-19 on a once a week basis during the winter sports season, which will aid the District in monitoring the prevalence of COVID-19 in “High” Risk sports that the District participates in during the winter sports season.
- As a condition for the student to participate in a winter sport, the student and their parent(s)/guardian(s) must fully cooperate with case/contact tracing investigations and comply with isolation/quarantine orders from state and/or local health officials, as well as any guidance issued by state and/or local health officials.
- **Waiver of Liability/Hold Harmless:** In consideration for providing my child the opportunity to participate in the District’s athletic program, I voluntarily agree to waive and discharge any and all claims against the District, related to or arising out of COVID-19, and voluntarily release the District from liability for any exposure to or illness or injury from COVID-19, including claims for negligent actions of the District, its employees, agents, representatives, and volunteers related to or arising out of COVID-19, on behalf of myself and my child to the fullest extent allowed by law. In consideration for providing my child the opportunity to participate in the District’s athletic program, I agree to release, discharge, and hold harmless the District, its employees, agents, volunteers, and representatives from all liability, claims, causes of action, or demands, including attorney fees, fines, fees, or other costs (e.g. medical costs) arising out of any exposure to or illness or injury from COVID-19.

By signing below, the student and the student’s parent(s)/guardian(s) certify that each has read this “COVID-19 Acknowledgement and Assumption of Risk” and assume the risk of the student contracting or being exposed to COVID-19, while participating in District athletic activities (team events, practices, training, contests, transportation, etc.). Participation in interscholastic athletic activities is voluntary and is not required. The student and the parent(s)/guardian(s) have independently evaluated and reviewed the risks of the student being exposed to or infected by COVID-19 and have decided to allow the student to participate in athletic activities with full knowledge and assumption of the risks.

**Please acknowledge you have read and will abide by the protocols above while participating in the athletic programs in the Hudson City School District.**

**\*\*By signing below, I agree to follow all of the health and safety protocols outlined in the document above.**

**Student Athlete’s Name:** \_\_\_\_\_

**Parent/Guardian’s Name(print):** \_\_\_\_\_

**Parent/Guardian’s Signature:** \_\_\_\_\_