



# BERKELEY CITY COLLEGE

## Berkeley City College and Peralta Community College District Special COVID-19 Screening, Release, and Indemnification Agreement

The Participant identified below requests to participate in the following activity:

Description of Activity: \_\_\_\_\_

Date(s) of Activity: \_\_\_\_\_

Due to the enhanced risks currently created by COVID-19, in order participate in the above-referenced activity (the “Activity”), Berkeley City College (“College”) and the Peralta Community College District (“District”) require all Activity participants to complete and sign this Special COVID-19 Screening, Release, and Indemnification Agreement (“Agreement”). In consideration of College’s and District’s agreement to allow the Participant to participate in the Activity the receipt and sufficiency of which consideration is hereby acknowledged, Participant, individually, and on behalf of Participant’s respective heirs, executors, administrators, successors, assigns, and personal representatives, agrees as follows:

**Preface:** Please read this Agreement carefully as you are giving up important legal rights and being requested to disclose information regarding your health and travel history that may prevent you from participating in the Activity, and confirming upon you the responsibility of complying with the College’s and District’s policies and procedures related to the new social distancing, safety, and sanitation standards promulgated by the state and local public health agencies.

**Compliance with all COVID-19 Related Practices and Restrictions:** You represent that you and any family participants have complied with all COVID-19 related federal, state and local restrictions and guidelines, and that you and your family participants will continue to comply with all such rules and guidelines at all times. You further represent that neither you, nor any close family member are known to suffer from any known symptoms related to COVID-19, and that if you or any family member ever exhibit such symptoms, that you will immediately discontinue the activity, and advise the activity director or supervisor. Websites you should visit before engaging in this activity for current required practices and signs of infection include:

- The CDC: <https://www.cdc.gov/coronavirus/2019-ncov/index.html>
- California: <https://covid19.ca.gov/>
- Alameda County Website: <https://acphd.org/>
- District website: <https://safe.peralta.edu/>

**COVID-19 Screening:** Because COVID-19 infections have been confirmed throughout the United States, including in the State of California and Alameda County, and in an effort to prevent the spread of COVID-19 and reduce the risk of exposure to Activity staff and participants, please complete this short screening questionnaire.

Within the past 14 days have you travelled internationally or to any other state?

YES       NO      Participant Initials: \_\_\_\_\_

Within the past 14 days have you had close contact with or cared for someone who has been diagnosed with COVID-19 or suspected to have COVID-19?

YES       NO      Participant Initials: \_\_\_\_\_

Within the past 24 hours have you experienced any of the following symptoms: fever, cough, shortness of breath, difficulty breathing, chills, muscle pain, sore throat, new loss of taste or smell?

YES       NO      Participant Initials: \_\_\_\_\_

**Assumption of Risk:** The Activity, by its very nature, includes certain risks which are currently enhanced due to the COVID-19 pandemic. The specific risks vary, but may involve minor injury, major injury, and serious injury, including permanent disability and death, and severe social and economic losses which might result not only from my own actions, inactions, or negligence, but the actions, inactions, or negligence of others, the rules of play, or the condition of the premises or of any equipment used. Although the College and District have taken precautions to reduce the spread of COVID-19, the risk of Participant contracting COVID-19 or for Participant to spread COVID-19 to other Activity staff or participants, friends, family, or the general public cannot be eliminated. Knowing the inherent risks and dangers involved, Participant certifies that Participant is fully informed and voluntarily consents to participating in the Activity. Participant acknowledges Participant that Participant’s participation in the Activity is undertaken with full assumption of all risks associated with the Activity, including risks listed herein, the CDC Alerts and all other risks that are not specifically listed in this Agreement. Participant freely and voluntarily assume all risks, known and unknown arising from participation the Activity, including the risks from COVID-19 pandemic. Participant assume full responsibility for sickness, hospitalization, bodily injury, death, loss of personal property, quarantines, and all related costs and expenses.

**Waiver and Release of Claims:** To the fullest extent permitted by law, Participant releases the District, its affiliated campuses, and their governing boards, affiliates, subsidiaries, divisions, administrators, directors, officials, employees, agents, and volunteers (collectively referred to herein as the “District Entities”), from and against all claims and causes of action, for any injury or harm of any kind which may arise from or out of Participant’s participation in the Activity, including but not limited to the risks from COVID-19. This release is intended to discharge the District Entities against any and all liability arising out of or connected in any way with Participant’s participation the Activity, even though that liability may not occur or arise out of the negligence or carelessness on the part the District Entities. Participant understands that by signing this Agreement, Participant is releasing claims and giving up substantial rights, including Participant’s right to sue, and acknowledge that Participant is doing so voluntarily.

**Indemnification:** To the fullest extent permitted by law, Participant agrees to immediately defend, indemnify, and hold the District Entities harmless from and against all claims, demands, causes of action, suits, damages, costs, losses, expenses, and liabilities of every kind and nature arising from Participant’s participation in the Activity, including all amounts incurred by the College and the District for defending any such all claims, suits, damages, costs, losses and expenses, including all attorney’s fees and costs incurred. The indemnity shall apply regardless of any active and/or passive negligent act or omission of the District Entities other responsible party, or their agents or employees.

**Acknowledgement of COVID-19 Policies and Procedures:** The College and District have taken certain measures to implement the recommended guidance and protocols issued by the state and local public health agencies for slowing the transmission of COVID-19. By signing this Agreement, Participant acknowledges receipt of the College’s and District’s policies and procedures related to the new social distancing and the use of face coverings and agrees to comply with such policies and procedures. Participant understands and acknowledges that Participant is not required to

participate in the Activity. However, if Participant chooses to participate, Participant is required to comply with all College and District policies and procedures. Should Participant fail to adhere to any of the College's or District's policies and procedures, Participant will not be permitted to participate in the Activity and will be asked to leave the Activity. Additionally, Participant acknowledge and accepts that any deviation from the College's and District's policies and procedures is at Participant's own risk and that all corresponding consequences shall be borne exclusively by Participant.

**Governing Law and Venue:** This Agreement shall be construed in accordance with, and governed by, the laws of the State of California. The venue for any action arising out of this Agreement shall be the County of Alameda, State of California. The parties agree to submit to jurisdiction in Alameda County, California.

**Entire Agreement:** This Agreement is fully integrated and constitutes the entire agreement and understanding between the parties. There are no oral understandings, terms, or conditions, and the parties have not relied upon any representations, terms, or conditions that are deemed merged into this Agreement. This Agreement cannot be changed or supplemented orally and may be modified or superseded only by written instrument executed by all parties.

**Severability:** If any provision of this Agreement is held to be void, voidable, or unenforceable, the remaining portions of the Agreement shall remain in full force and effect.

**Acknowledgement:** By signing below, Participant acknowledges that Participant has read this Agreement in full, that Participant has been given the opportunity to ask questions regarding all aspects of this Agreement, and that Participant understands and voluntarily agrees to of its terms.

Print Name of Participant  
(Required if Participant is a minor)

Print Name of Parent/Guardian

Date: \_\_\_\_\_

Signature  
(parent/guardian to sign if Participant is a minor)