



Star Homeschool Academy

WAIVER AND RELEASE OF LIABILITY

IN CONSIDERATION OF the risks that exist while participating in classes and activities at Star Homeschool Academy (hereinafter referred to as "Star Academy"),

I ("I", which shall also include Releasor's parents or guardian if Releasor is under 18 years of age) hereby understand and agree that if I experience any of the following or have experienced any of the following symptoms within the past fourteen days, I will immediately notify Star Academy, transition to online learning for fourteen days (or unless otherwise instructed by a licensed physician): body temperature exceeding 100.4 degrees Fahrenheit, shortness of breath, trouble breathing, cough, runny nose, loss of smell and/or taste, sore throat, chills, unexplained muscle pain, headache, or having been in contact with anyone who has tested positive for Covid-19 within the past fourteen days.

I acknowledge and understand that if I must take medication during the school day and while on campus, I will provide Star Academy with a note from a licensed physician with the name of the medication, dosage, the time in which to take the medication, and the reason for taking the medication. I agree to release Star Academy for liability for any injury, either physical or emotional, sustained by any student in possession of any medication while on the Star Academy school campus.

In the event damage to equipment or facilities occur as a result of my or my family's or my agent's willful actions, negligence or recklessness, I agree to be liable for any and all costs associated with such actions.

I hereby, for myself, my children, my heirs, executors, administrators, assigns, or personal representatives, knowingly and voluntarily enter into this waiver and release of liability and waive any and all rights, claims or causes of action of any kind arising out of my participation in all activities, including but not limited, attendance in on-campus classes, interactions with other teachers, volunteers, students, and any injuries associated with prescription medication usage at Star Academy and release and forever discharge Star Academy, their affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors and assigns (referred to as "Star Academy"), from any physical or psychological injury that I may suffer as a direct result of my participation in any and all activities at Star Academy. I agree to indemnify, hold harmless and defend Star Academy, and any of its employees, volunteers, directors, officers or agents from any and all harm, fault, liabilities, costs, attorney's fees, expenses, claims, demands or lawsuits arising out of, related to or connected with the Releasor's presence on and or/use of the school campus in any manner.

I acknowledge and understand that I am voluntarily participating in the activities with Star Academy and am participating at my own risk. I am aware of the risks associated, which may include, but are not limited to physical injury, psychological injury, pain, suffering, illness, disability, paralysis or death, and any other economic or emotional loss. I hereby release Star Academy from my own negligence, the negligence of others, and any and all related risks both known and unknown.

This release extends to and includes any and all claims, liabilities, injuries, damages, and causes of action that the parties do not presently anticipate, know, or suspect to exist, but that may develop, accrue, or be discovered in the future. I expressly waive all rights under California Civil Code Section 1542, which provides:

A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.

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Should any such claim, demand, or lawsuit arise or be asserted in any way whatsoever related to the Releasor's presence at Star Academy, whether arising under the laws of the United States or of any State, or under any theory of law or equity, the Releasor will indemnify, hold harmless and defend Star Academy from any and all costs, expenses, attorney's fees or liability including, but not limited to, the cost of any settlement or judgment made or rendered against Star Academy (specifically including but not limited to payment of Star Academy's attorney's fees, Star Academy's expert witness fees and Star Academy's insurance deductible, whether individually, jointly, or in solido with the Releasor, together with all costs of court and other costs or expenses incurred in connection with any such claim, demand, or lawsuit.

I agree that this release shall be governed by California law, without regard to any conflict of law principles. This release supersedes any and all previous oral or written promises or other agreements.

I agree this agreement is clear and unambiguous as to its terms, and that no other evidence shall be used or admitted to alter or explain the terms of this agreement, but that it will be interpreted based on the language in accordance with the purposes for which it is entered into.

I hereby acknowledge that I have carefully read the above waiver and release and understand it is a release of liability. I understand this waiver and release shall remain in effect for the duration of the academic school year and for all activities in which I participate while enrolled at Star Academy.

I affirm that I have carefully read the above waiver and release, and understand that I give up substantial rights by signing it. I affirm that I voluntarily, without inducement, agree to the above waiver and release, and sign it by my own free will.

PARENT / LEGAL GUARDIAN WAIVER FOR MINORS

In the event that the participant is under the age of consent (18 years of age), then this release must be signed by a parent or guardian, as follows:

I CERTIFY I am the parent or guardian of _____, and do hereby give my consent without reservation to the foregoing on behalf of this individual.

Parent / Guardian Name: _____

Relationship to Minor: _____

Signature: _____

Date: _____