

## SARS-CoV-2 (COVID-19) TESTING – WAIVER & RELEASE OF LIABILITY for Students

Saint Francis High School has engaged Urgent Care Now, Inc. and Praxis Testing Strategies Inc, to perform SARS-CoV-2 (COVID-19) (hereinafter “COVID”) testing for students and staff returning to in person learning. Testing results will be provided to designated school representatives. All participants opting to return to in person learning shall be required to participate in the ongoing testing procedures in an effort to limit the spread of COVID and to quarantine any individual that tests positive for COVID. Throughout this document, the term “I,” “You” or “Your” shall refer to the student by and through the Parent/Guardian signing on his or her behalf.

In consideration for Your participation in on-campus activities, You acknowledge the following:

1. COVID is a highly contagious disease, the spread of which cannot be completely eliminated, even with the exercise of reasonable and medically recommended precautions;
2. COVID testing is not 100% reliable and, although rare, false positives and false negatives do occur;
3. COVID testing, and contact sports, require You to be in proximity to other people, who may unknowingly be carriers of the disease and may expose You to COVID; and
4. COVID testing does not diminish Your responsibility to adhere to social practices intended to reduce the likelihood of infection, such as frequent hand-washing, social distancing, wearing a face-covering and avoiding gatherings with other people.

You agree that returning to school is voluntary, and as a condition of returning to all on-campus activities, agree to waive any and all claims against Saint Francis High School.

Urgent Care Now, Inc. and Praxis Testing Strategies Inc., their officers, directors, members, shareholders, faculty, staff, employees, volunteers, agents, vendors and insurers (hereinafter “Releasees”) for any and all injury, accident, illness, hospitalization, or death occurring as a result of COVID exposure or infection and/or false-negative or false-positive testing. By attending on-campus activities and participating in the testing procedures, You knowingly assume the risk of exposure to COVID and any resulting illness. This waiver includes all claims except those arising from Releasees’ gross negligence.

In order to facilitate accurate and timely testing, contact tracing, and reporting, You waive certain privacy laws and or regulations, including protections under HIPAA and FERPA. This waiver shall only extend to information concerning positive or negative test results gathered by Releasees. For the avoidance of doubt, You permit Releasees to freely share Your information and test results among Saint Francis High School, and Urgent Care Now, Inc, and Praxis Testing Strategies Inc.

My signature on this form shall constitute an informed and knowing waiver as required by law. I agree that I have carefully read this agreement, waiver, and release and fully understand its contents. I am aware that this document is a contract between myself and Releasees.

### **PARENT/GUARDIAN SIGNATURE REQUIRED IF THE student IS UNDER THE AGE OF 18**

Your Name: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

If signing on behalf of of a student under the age of 18:

Parent/Guardian Name : \_\_\_\_\_

Parent/Guardian Signature: \_\_\_\_\_

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

## AUTHORIZATION FOR USE OR DISCLOSURE OF HEALTH AND EDUCATION RECORDS

Completion of this document authorizes the disclosure and use of health information about You. Failure to provide all information requested may invalidate this authorization. Throughout this document, the term "I," "You" or "Your" shall refer to the minor student by and through the Parent/Guardian signing on his or her behalf.

I hereby authorize Urgent Care Now, Inc., a California Professional Corporation, Praxis Testing Strategies Inc a California Professional Corporation, and Saint Francis High School, to release to county, state and federal health agencies (as required by law) the following information:

Any and all information related to SARS-CoV-2 (COVID-19) testing that I am submitted to and any and all negative or positive results from such testing as well as any information I voluntarily offer related to symptoms, temperature or self-monitoring.

I request this information be shared to facilitate my attendance at Saint Francis High School at which I am enrolled.

This authorization shall expire on June 30, 2022.

I acknowledge that I may refuse to sign this authorization. I further acknowledge that such refusal will preclude me from attending school.

I acknowledge that I may inspect or obtain a copy of the health information that I am being asked to disclose here.

I acknowledge that I may revoke this authorization at any time, but I must do so in writing and submit it to the following address: Urgent Care Now, Inc. 12417 Fair Oaks Blvd., Ste. 600, Fair Oaks, CA 95628. My revocation will take effect upon receipt, except to the extent that others have acted in reliance upon this authorization.

I have a right to receive a copy of this authorization. (45 C.F.R. § 164.508(c)(4)). Information disclosed pursuant to this authorization could be redisclosed by the recipient. Such redisclosure is in some cases not prohibited by California law and may no longer be protected by Federal confidentiality law (HIPAA). However, California law prohibits the person receiving my health information from making further disclosure of it unless another authorization for such disclosure is obtained from me or unless such disclosure is specifically required or permitted by law.

To the extent that SARS-CoV-2 (COVID-19) testing, test results, and information regarding symptoms, temperature, and self-monitoring are considered "Education Records" under the Family Educational Rights and Privacy Act (FERPA), I hereby authorize the release of such information to Urgent Care Now, Inc., Saint Francis High School, and Praxis Testing Strategies Inc.

### ***PARENT/GUARDIAN SIGNATURE REQUIRED IF THE STUDENT IS UNDER THE AGE OF 18***

Your Name: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

If signing on behalf of a student under the age of 18:

Parent/Guardian Name: \_\_\_\_\_

Parent/Guardian Signature: \_\_\_\_\_

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