

RELEASE OF LIABILITY AND HOLD HARMLESS AGREEMENT

THIS IS A LEGAL DOCUMENT, PLEASE READ IT CAREFULLY BEFORE SIGNING

In order to slow the spread of COVID-19, organizations such as the World Health Organization (WHO), the United States Centers for Disease Control and Prevention (CDC) and other agencies are currently recommending that individuals take the following precautions:

- Avoid close contact with people who are sick
- Avoid touching their eyes, nose and mouth with unwashed hands
- Cover their mouth and nose with a bent elbow when coughing or sneezing, dispose of used tissues immediately and clean and disinfect frequently touched objects and surfaces
- Wash their hands often with soap and water for at least 20 seconds
- Use alcohol-based hand sanitizer that contains at least 60% alcohol if soap and water are not available, and
- Stay home when they are sick and seek medical care early if they experience a fever, cough or difficulty breathing

In light of these recommendations and the resulting school closures by the Governor's Executive Order, the District is unable to deliver the in-person, counseling and speech services currently outlined in your child's IEP. The District has the ability to offer such services electronically.

Please be advised, once schools re-open the District will evaluate each student on an individualized basis in order to evaluate your student's entitlement for compensatory education with respect to these related services.

If you wish for your child to continue to receive counseling or speech services during the present school closure, we ask that you sign and return the below form, confirming your understanding of the services being offered.

The purpose of this agreement is to memorialize the understanding between you, as the parent or guardian for the child and the therapist(s) who will provide services to your child.

We understand and agree to the following:

1. To the extent possible, the District will continue to provide the following services (“Services”) during the closure of school, due to the Coronavirus disease 2019 (“COVID-19”), to student, _____:

Individualized Counseling Sessions. Services shall be provided 2 times per month.

Individualized Speech Sessions. Services shall be provided 1 time per week.

It is expressly understood that these Services will be provided remotely and that no District staff member will be physically present with the Student.

2. During the provision of the Services outlined above, the Parents agree that, in order to maintain the confidentiality of each session, they will not be present for the session and that they will not make any attempt to listen in on sessions. It is further understood that no party shall be permitted to record their sessions, and that any such recording will be considered a violation of Board of Education policies and a violation of New Jersey Wiretapping Law (N.J. Stat. §§ 2A:156A). It is expressly understood that the Student shall be required to adhere and comply with all applicable Board policies governing the use of technology.
3. The parents of the Student agree to waive and relinquish; fully release and discharge; and indemnify and hold harmless the school District, Board of Education, and its current and future board members, officers, agents, guests, licensees, invitees, assignees, and employees, including but not limited to teachers, supervisors, counselors, administrators, and directors **from any and all claims, liabilities, causes of action, costs, expenses, attorneys’ fees, damages, indemnities, and obligations of every kind and nature, in law, equity, or otherwise, including but not limited to any claim for negligence or negligent acts**, for injuries, damage or loss which may occur, including, but not limited to, loss or damage to property, and injury invasion of privacy, disability or death to persons, arising out of, resulting from or in connection with the Services provided above. This shall include indemnification for any action initiated by anyone on behalf of the Student or by Student upon reaching the age of majority.

4. We have carefully read this agreement and fully understand its contents.

Parent/Guardian Signature

Date

Print Parent Name: _____

Parent/Guardian Signature

Date

Print Parent Name: _____