No. 7.300-E1 Section: Students

# **EXHIBIT - AGREEMENT TO PARTICIPATE**

Each student and his or her parent/guardian must read and sign this Agreement to <u>Participate</u> each year <u>before being allowed to participate</u> in co-curricular athletic activities. The completed Agreement is to be returned to the Athletic Director.

INSTRUCTIONS: PLEASE TYPE OR PRINT ALL INFORMATION REQUESTED.

Student Infor	<u>nation</u>					
Name:				Age:	DOB: <u>//</u>	Grade:
First	Middle	Last		_ 0		
Address:	Number					
	Number	Street		State	Zip	
Phone No.:			Emai	l:		
Parent/Guard	ian Information					
Name:				Relatio	nship to Student:	
First	Middle	Last		_	· -	
Address:	Number					
	Number	Street		State	Zip	
Phone No.:			Emai	l:		
Emergency C	ontact Informat	<u>ion</u>				
Name:First Middle Last				_ Relatio	nship to Student:_	
First	Middle	Last				
Address:	Number					
				State	Zip	
Phone No.:			Alt. Phone No	o. 1:		
Email:			Alt. Phone No	o. 2:		
Medical Infor	<u>mation</u>					
Physician's Na	ıme:				Hospital Choice	e:
		Middle	Last			
Address:						
	Number	Street		State	Zip	
Phone No.:			<u></u>			
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List all of student's known m	edical conditions,	including food a	allergies and/or drug allergies:
List all medications, whether	prescription or o	ver-the-counter,	the student is currently taking:
Insurance Information (Board insurance coverage.)	l <del>policy</del> <u>Policy</u> 7.300	orequires each st	udent to provide proof of accident
Primary Insurance Carrier:			
Billing Address:			
Number	Street	St	ate Zip
Phone No.:		Alt. Phone No. 1:	
Policy Holder's Name:			
First	Middle	Last	
Relationship to Student:	Group/Policy #		ID #
Student wishes to participate athletic activities that student m			s circled below (circle all co-curricula hool year):
Baseball Basketball Cheerleading	Golf Lacross Soccer		Track Volleyball Wrestling

(Another form must be signed if the student later decides to participate in another co-curricular athletic activity not circled above).

Softball

Tennis

Swimming

## **Acknowledgments**

Dance

Football

Cross Country

I/We acknowledge reading the eligibility rules of any group or association sponsoring any co-curricular athletic activity in which I participate and I agree to abide by them. I agree to abide by all conduct rules and will behave in a sportsmanlike manner. I agree to follow the coaches' instructions, playing techniques, and training schedule as well as all safety rules.

I/We acknowledge that before the student is allowed to participate, I/We must: (a) provide the District with a certificate of physical fitness (the Exhibit 7.100-E1, State of Illinois Certificate of Child Health Examination, and Exhibit 7.300-E2, IHSA/IESA Pre-Pparticipation Physical Examination Evaluation Form from the Illinois High School Association (IHSA) or Illinois Elementary School Association (IESA) serves this purpose), (b)

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Identify other co-curricular

activities:

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show proof of accident insurance coverage, and (c) complete all forms required by any association sponsoring the interscholastic athletic activity, including when applicable and without limitation, IHSA Sports Medicine Acknowledgment & Consent Form, Acknowledgment and Consent.

I/We acknowledge that the co-curricular athletic activities identified above involve physical activity, that there are certain known and unknown risks which could result in physical or emotional injury, that the degree of risk varies significantly from one athletic activity to another with contact athletics carrying the highest risk, and that student participation in said athletic activities is purely voluntary.

I/We understand that Board policy Policy 7.305, Student Athlete Concussions and Head Injuries, requires, among other things, that a student athlete who exhibits signs, symptoms, or behaviors consistent with a concussion or head injury must be removed from practice or competition at that time and that the student will not be allowed to return to play or practice until he or she has successfully completed return-to-play and return-to-learn protocols, including having been cleared to return by the treating physician licensed to practice medicine in all its branches, physician assistant, treating advanced practice registered nurse, or a certified athletic trainer working under the supervision of a physician

### **Travel Acknowledgments**

Students must utilize school transportation to and from all co-curricular athletic activities for which transportation is provided. For these events, parents of the student may transport their student only if specific arrangements are made in advance with the activity sponsor. Transportation may not be provided in some instances. These instances would include, but not be limited to: practices, athletic contests, music events or club activities held within the Bloomington-Normal area when it is deemed more practical for the students to meet the coach or sponsor at the site. In these cases, it will be the responsibility of the parent to arrange safe transportation.

I/We acknowledge that there are certain known and unknown risks associated with travel to any event related to the co-curricular athletic activities identified above, whether inside or outside of the United States of America, which could result in physical or emotional injury or damage to persons or property, including, but not limited to, increased risk of disease or being the victim of a criminal act.

### **COVID-19 Acknowledgments**

I/We further acknowledge that I/we have reviewed the US Centers for Disease Control and Prevention's (CDC's) Coronavirus Disease 2019 (COVID-19) webpage located at <a href="https://www.cdc.gov/coronavirus/2019-ncov/index.html">https://www.cdc.gov/coronavirus/2019-ncov/index.html</a>, including its Guidance for COVID-19 Prevention in K-12 Schools, the Illinois Department of Public Health's (IDPH's) and Illinois State Board of Education's (ISBE's) Revised Public Health Guidance for Schools Part 5 — Supporting the Full Return to In-Person Learning for All Students August 2021, and All Sports Policy updated August 10, 2021.

I/We expressly agree and promise to comply with the most current CDC, IDPH, and ISBE guidance required to be followed by State or Federal law or Executive Order and all School Board policies and District rules at all times, including wearing face coverings, quarantining, and isolating. If there is any conflict or disagreement between any guidance issued by the CDC, IDPH, or ISBE and required to be followed by State or Federal law or Executive Order, I/We agree to comply with the more stringent guidance. I/We agree that if the Student does not comply with the said guidance, the Student may not be allowed to participate in the co-curricular activity.

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### **SOPPA Acknowledgments**

The District contracts with different educational technology vendors for beneficial K-12 purposes such as providing personalized learning and innovative educational technologies, and increasing efficiency in school operations. The Student Online Personal Protection Act (SOPPA)(105 ILCS 85/), is intended to ensure that student data collected by educational technology vendors, called "Operators", is protected, and it requires those vendors, as well as school districts and the III. State Board of Education, to take a number of actions to protect online student data. "Operator" is defined under SOPPA as the operator of an Internet website, online service, online application, or mobile application with actual knowledge that the site, service, or application is used primarily for K through 12 school purposes and was designed and marketed for K through 12 school purposes. These include sites, services, and applications such as "8 to 18", "Remind", and "BAND". "Operator" does not include online sites, services, and/or applications not designed, marketed, and primarily used for K-12 school purposes. These include sites, services, and applications such as "GroupMe", "Team Snap", or "GameChanger".

Depending upon the particular educational technology being used, the District may need to collect different types of student data, which is then shared with Operators through their online sites, services, and/or applications. Under SOPPA, Operators are prohibited from selling or renting a student's information or from engaging in targeted advertising using a student's information. Operators may only disclose student data for K-12 school purposes and other limited purposes permitted under the law.

I/We acknowledge that sites, services, and applications that are not "Operators", are not subject to SOPPA and will not be required abide by the SOPPA protections for student data.

# **Video Streaming and Broadcasting Acknowledgments**

I/We acknowledge that co-curricular athletic activities are open to the public and may be recorded, livestreamed, or broadcast without my knowledge or consent. I/We further acknowledge the videos or broadcasts of co-curricular athletic activities are not "education records" or "school student records" as those terms are defined under the Family Educational Rights and Privacy Act (FERPA)(20 U.S.C. 1232g(a)(4)(A)) or the Illinois School Student Records Act (ISSRA)(105 ILCS 10/).

### **Assumption of Risk**

In consideration of the above acknowledgments, I/We accept and assume all of the risks arising out of or in any way connected with the student's participation in the co-curricular athletic activities identified above or travel associated with any event related to the co-curricular athletic activities identified above, including the possibility of contracting COVID-19 or complications with wearing face coverings.

#### **Release and Indemnification**

In consideration of said acknowledgments, I/We do hereby agree to release, discharge, reimburse, indemnify and hold harmless Community Unit School District No. 5, McLean and Woodford Counties (the "District"), Illinois, its agents, officers, employees, and volunteers from any loss, claim, demand, damage, cost or other liability whatsoever, whether caused by the negligence of the District, its agents, officers, employees, volunteers, or otherwise, arising out of or in any way connected with the student's participation in the co-curricular athletic activities identified above or travel associated with any event related to the cocurricular athletic activities identified above, including without limitation contracting COVID-19 or complications with wearing face coverings. Should it become necessary for the District, or anyone acting

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on its behalf, to incur any costs or expenses, including attorney's fees and court costs, to enforce this Agreement, or in connection with any loss, claim, demand, damage, cost or other liability for which indemnification is provided by this Agreement, I/We agree to indemnify and hold them harmless for all such costs and expenses.

### **Medical Authorization**

I/We, the undersigned student and parent(s) or legal guardian(s) of the student, recognize that in the event of a medical emergency, I/We may not be available to authorize medical treatment and/or care of the student. I/We hereby give consent to the District, its agents, officers, employees, and volunteers ("Agents") to act in my/our place in my/our absence and to authorize emergency medical treatment and/or care to the student, at my/our sole expense, including, but not limited to, diagnostic procedures, treatment procedures, the administration of first aid, the use of an ambulance, and the administration of anesthesia and/or surgery, under the recommendation of qualified medical personnel. It is intended that this Agreement be presented to the physician or appropriate hospital or medical representative at such times as medical treatment and/or care is provided to the student. I/We hereby agree to release, discharge, reimburse, indemnify and hold harmless the District, its agents, officers, employees, and volunteers from any loss, claim, demand, damage, cost or other liability whatsoever, arising out of or in any way connected with medical treatment and/or care provided to the student. I further accept full responsibility for and agree to be billed for any and all costs associated with medical treatment and/or care provided the student.

I/We, the undersigned parent(s) or legal guardian(s) of the student, further agree that in the event the student becomes hospitalized or is quarantined due to COVID-19, I/we will be responsible for providing care for the student during the period of hospitalization or quarantine and not the District, its agents, officers, employees, and volunteers.

Student	Parent/Guardian	
Date:	Date:	
	Parent/Guardian	
	Date:	

#### WITNESSED:

I am at least 18 years old, and (check one of the options below):

- ☐ I saw the parent(s)/legal guardian(s) sign this document, or
- ☐ The parent(s)/legal guardian(s) told me that the signature or mark on the principal signature line is his or hers.

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I am not an Agent named in this document. I am not related to the student, the parent(s)/legal guardian(s), or an Agent by blood, marriage, or adoption. I am not the student's or parent(s)/legal guardian(s) physician, mental health service provider, or a relative of one of those individuals.

I am not an owner or operator (or the relative of an owner or operator) of the health care facility where the student is a patient or resident.

Date:

Witness Signature

Witness Printed Name

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