



**Junior Achievement of San Diego County  
Educational Institution COVID-19 Release and Indemnification**

Junior Achievement of San Diego County and its employees, agents, representatives and affiliates (collectively “JA”) engage with volunteers (“JA Volunteer”) to deliver K-12<sup>th</sup> grade programs in-person and on-line, for the purpose of fostering work-readiness, entrepreneurship and financial literacy skills. JA collaborates with certain school districts and educational institutions, including \_\_\_\_\_ (the “Educational Institution”), to connect JA Volunteers with students and other program participants.

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. As a result, federal, state, and local governments and federal and state health agencies have established guidelines to reduce the risk of spreading the virus. These include requiring social distancing and, in many locations, prohibiting the congregation of large groups of people.

In cooperation with the Educational Institution, JA is offering certain of its programs to students in a traditional classroom setting and/or blended-learning format facilitated by classroom teachers and JA Volunteers. If the Educational Institution is offering in-person learning, JA may provide JA Volunteers who have agreed to facilitate JA programs in the classroom. With respect to JA Volunteers paired with the Educational Institution for in-person programming, the Educational Institution agrees to the following terms and conditions.

Release of Liability

- JA has instructed its JA Volunteers not to volunteer in person if they have any symptoms of COVID-19 (including but not limited to fever, dry cough, fatigue, shortness of breath, chills, muscle pains), or if they have had any known recent exposure to any individual diagnosed with COVID-19. However, JA cannot guarantee that its JA Volunteers are not, or will not become, infected with COVID-19. Educational Institution acknowledges the contagious nature of COVID-19 and voluntarily assumes the risk that a JA Volunteer may expose students, teachers, or other members of the Educational Institution campus to COVID-19 and that such exposure may result in personal injury, illness, permanent disability, and death (“Claims”).
- By hosting a JA Volunteer at the Educational Institution’s facilities, the Educational Institution releases, covenants not to sue, discharges, and holds harmless JA, its volunteers, employees, agents, representatives and affiliates, of and from all liabilities, claims, actions, demands, damages, losses, liabilities, costs, or expenses, including, without limitation, legal fees of any kind arising out of or relating to COVID-19. Educational Institution agrees that this release includes any Claims based on the actions, omissions, or negligence of JA, its volunteers, employees, agents, and representatives, regardless of when a COVID-19 infection may occur.

Indemnification

- Educational Institution agrees to defend, indemnify and hold harmless JA, its volunteers, employees, agents, representatives and affiliates, from and against any claims, actions, demands, damages, losses, liabilities, costs, or expenses, including, without limitation, legal fees alleging JA is liable or responsible in any way for damages or expenses of any kind arising from or in any way related to COVID-19 exposure involving any JA Volunteer. This indemnification obligation includes, without limitation, any Claim that Educational Institution might bring against JA as well as any Claim that might be brought by or on behalf of any student, parent, teacher, or other member of the Educational Institution community.

Preventative Measures

- To prevent the spread of COVID-19 and to reduce the potential risk of exposure to all parties, Educational Institution confirms it is compliant with federal, state, and local government and federal and state health agency guidelines, and is taking appropriate precautionary measures, which may include implementing social distancing and requiring face masks as deemed necessary.

The individual(s) executing this Agreement hereto represents that he or she (1) is fully empowered and authorized to execute and deliver this Agreement on behalf of the Educational Institution, which has full power and authority to perform its obligations hereunder; (2) has fully read this Agreement; (3) would not have signed this Agreement unless he or she fully understood its intent to bar any future claims against JA and to protect JA from any future loss or liability arising out of or resulting from the COVID-19 risks described herein; and (4) is the only signatory required to legally bind Educational Institution under this Agreement.

**[[INSERT NAME OF EDUCATIONAL INSTITUTION]]**

\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_