

**CONSENT, WAIVER AND RELEASE FOR
VOLUNTARY CORONAVIRUS VACCINATION**

The novel coronavirus, known as Coronavirus Disease 2019 (COVID-19), which causes respiratory illness in people, has spread globally, including the United States. COVID-19 is extremely contagious. The World Health Organization has declared COVID-19 to be a worldwide pandemic. The Mount Vernon School (“Mount Vernon” or “School”) has decided to offer as a convenience for families, voluntary COVID-19 vaccines (“Vaccine”) for students 12 years of age and older on campus through an outside vendor. Mount Vernon’s vendor for this service is currently the Briarcliff/Healthmart Pharmacy (“Vendor”). Note that the School reserves the right to change its vendor or availability of the Vaccine at any time.

1. I understand that the Vaccine is being made available to my student on a strictly voluntary basis and that my student is not required to receive the Vaccine but I am choosing to have my child vaccinated of my own free will. I acknowledge that School is not responsible for and makes no representations, warranties, or guarantees regarding the safety, efficacy, brand, availability or side effects of the Vaccine.
2. I am not relying on any statements or information from the School regarding the Vaccine’s safety, efficacy, brand, availability, or side effects. However, I am aware that the side effects of the Vaccine can be severe, including but not limited to sore or swollen arm, symptoms typically associated with COVID-19, and even death. I also understand that it is not yet substantiated that being vaccinated will prevent a person from becoming infected with COVID-19 and spreading the infection. I understand that I should seek immediate medical attention for my student if he/she experience any side effects or show symptoms of COVID-19.
3. I understand that if I choose not to have my student get the Vaccine on campus, I may choose to have my student vaccinated elsewhere or not at all. While the School has conducted due diligence on its Vendor, the School makes no representations, warranties, or guarantees regarding the Vendor’s qualifications or suitability and the School is in no way controlling, managing, or advising the Vendor. I am relying upon and have had the opportunity to research the Vendor myself, ask questions of the Vendor regarding it and the Vaccine, and I am satisfied with the information and answers I have received. I understand that the Vendor is solely responsible for providing me and my student with information or disclosures regarding the Vaccine, including but not limited to information and disclosures about the safety, efficacy, brand, availability, or side effects of the Vaccine and asking me and/or my student prescreening questions prior to my student’s receipt of the Vaccine.
4. Even if my student has been fully vaccinated (i.e. ≥ 2 weeks following receipt of the second vaccine dose in a 2 – dose series, or ≥ 2 weeks following receipt of a one dose of a single-dose vaccine)(“Fully Vaccinated”), my student will still be required to comply with Mount Vernon’s COVID -19 Protocols and Mitigation Strategies (Handbook Addendum: 2021- 2022 COVID Protocols & Mitigation Strategies). If eligible, my student may seek an exemption from wearing a face covering and I will follow the School’s policy for requesting medical accommodations in requesting an exemption.

5. I consent to my student receiving the Vaccine as described herein. I understand that the Vaccine is provided to my student free of charge. I agree that this document provides ongoing consent for vaccination to occur at any time after execution of this consent unless the consent is revoked in writing. To revoke, written notice of revocation must be sent to covidinfo@mountvernonschool.org.
6. I understand that if my student tests positive for COVID-19, even though my student may be Fully Vaccinated, my student will be required to stay at home and quarantine for the appropriate period required by the School's COVID protocol and the local health authorities. My student will not be permitted to return to campus or School-related events until cleared to do so by the School.
7. I understand and acknowledge that the School will not seek or retain information related to my student's personal vaccination record from the Vendor. Information I or my student voluntarily share that is related to my student's vaccination status will be kept confidential to the extent possible, except that any vaccination status information voluntarily shared may be provided to appropriate officials/administrators of the School who have a need to know this information, to public health officials, or if the School is otherwise legally obligated to disclose this information. I consent to Mount Vernon employees who are responsible for coordinating the availability of the Vendor and on campus vaccination opportunity seeing this consent, information relating to my student's vaccination appointment, and any other information related to my student(s) voluntarily taking advantage of the Vaccine opportunity being offered by the School.
8. I have fully read this form and was given the opportunity to ask any question regarding the Vaccine from the Vendor, the voluntary vaccination opportunity being made possible by the School, and the process for the same. I am satisfied with the answers I have received.

WAIVER AND RELEASE

I hereby, jointly and severally, on behalf of myself, my student and all of my student's respective parents/guardians, waive, release and discharge, and promise not to sue, the School, and its officers, directors, employees, staff, volunteers, trustees, and supervisors, and each of their successors and assigns (collectively the "Released Parties") relating to any and all liability and/or claims, suits, damages, injury, disability, death, costs and expenses (collectively the "Claims") relating to, associated with, or arising from any of the processes pertaining to the COVID-19 vaccination opportunity being made possible by the School, the Vaccine, its safety, efficacy, brand, availability or side effects, release of information to the School or Department of Health officials, and any of the COVID-19 processes.

My release, waiver, discharge and promise not to sue the Released Parties extends to all Claims, whether arising before, during or after receiving the COVID-19 Vaccine, whether described in this Waiver and Release or not, and whether caused by the sole or joint negligence, gross negligence, or tortious act or omission of the Released Parties, or any of them, or any third party. I understand that this Release and Waiver extends to the Released Parties own negligence, including, without limitation, their own negligent action and/or inaction in regard to the vaccination opportunity being made possible by the School, the Vaccine, its safety, efficacy, brand, availability, or side effects, release of information to the School or Department of Health officials, or

protection against the COVID-19 virus. However, this Release and Waiver does not apply to the willful misconduct of the Released Parties. The Releasers hereby knowingly and voluntarily waive, to the fullest extent permitted by law, the benefits of any statute, law, rule, or common law which may limit the scope of this Release and Waiver.

If any part of this Release and Waiver, or if the whole Release and Waiver is found to be invalid, unenforceable, or void, for any reason, then the Releasers acknowledge and agree that the Released Parties' entire liability to the Releasers or any other person shall never, under any circumstances, be more than any applicable insurance limits, even if one or more of the Released Parties was negligent or grossly negligent. In addition, the Releasers acknowledge that none of the Released Parties shall ever be liable to any person for special, incidental, consequential, or punitive damages or for any indirect damages such as, but not limited to, exemplary damages or lost earnings, lost revenues or loss of consortium, or companionship (even if the Released Parties have been advised of the possibility of such damages) whether based upon statute, contract, tort, negligence, strict liability, or otherwise.

IN WITNESS WHEREOF, the undersigned, intending to be legally bound, has executed this Employee Consent, Waiver and Release for Coronavirus Testing.

_____ Name of Student	_____ Signature of Student, if 18 years of age	_____ Date
_____ Parent/Legal Guardian #1 Name	_____ Signature	_____ Date
_____ Parent/Legal Guardian #2 Name	_____ Signature	_____ Date