



THE DIOCESE OF PENSACOLA-TALLAHASSEE
OFFICE for CATHOLIC SCHOOLS

**STUDENT & PARENT WAIVER OF LIABILITY FOR EXPOSURE TO
OFFENSIVE CONTENT THROUGH USE OF VIDEO CONFERENCING BY**

The novel coronavirus (“COVID - 19”) has been declared a worldwide pandemic by the World Health Organization and is extremely contagious. As a result, William A. Wack, as Bishop of the Diocese of Pensacola-Tallahassee, a Corporation Sole (the “Diocese of Pensacola- Tallahassee”) has put in place certain reasonable preventative measures which may be utilized to reduce the spread of COVID-19 and other communicable diseases at its schools and school-related activities. One of these measures, which has previously been used as an alternative to in person instruction is (and is anticipated to continue to be) the use of audio and video conferencing technologies provided by third party vendors, including but not limited to Zoom, Microsoft, Google, Citrix, Adobe, Skype, Cisco Webex, ClickMeeting, eVoice, ezTalks Meetings, and StarLeaf, to teach and otherwise communicate with students. While such technologies have been beneficial in providing a group-oriented learning environment without direct person-to-person contact, such technologies also present the potential for student exposure to graphic and/or offensive content, including but not limited to sexual, violent, vulgar, lewd, obscene, indecent and profane language and/or images, by third parties. Such exposure could take a variety of forms, including but not limited to, hackers intentionally exposing video conferencing users to offensive content or a household member of a user inadvertently exposing users to offensive content. While the Diocese of Pensacola-Tallahassee does not perceive the risk of such exposure to be substantial, it acknowledges that such a risk exists and seeks to warn parents and students of potential exposure.

By signing this liability waiver, I acknowledge that my child(ren)’s participation in school and/or school-related activities via audio and video conferencing/communication devices and technologies presents an associated risk that my child(ren) and I could be exposed to graphic and/or offensive content, including but not limited to sexual, violent, vulgar, lewd, obscene, indecent and profane language and/or images through the actions of third parties. With this understanding, I voluntarily assume the risk that my child(ren) and I may be exposed to offensive content while participating in school and/or school-related activities via audio and video conferencing/communication devices and technologies. I accept sole responsibility for any consequent or related harm or injury of any kind to my child(ren) or myself including, but not limited to, any physical, emotional or mental injuries.

On behalf of myself and my child(ren) identified below and my/our heirs, successors, and assigns, I hereby release, covenant not to sue, discharge and agree to defend, indemnify and hold harmless the Diocese of Pensacola-Tallahassee, including its successors and assigns, its parishes, schools, ministries, affiliated entities, superintendents, principals, administrators, teachers, staff, clergy, priests, bishops, members, directors, officers, employees, attorneys, agents, volunteers and representatives from any and all claims, causes of action, liabilities, damages, injuries, losses, and

("Claims") that I or my child(ren) may experience or incur, or have against the Diocese of of any Pensacola-Tallahassee, in connection with my child(ren)'s participating in school and/or school-related parishes, schools, ministries, affiliated entities, superintendents, principals, administrators, teachers, staff, clergy, priests, bishops, members, directors, officers, employees, attorneys, agents, volunteers and representatives from any and all claims, causes of action, liabilities, damages, injuries, losses, and expenses of any kind ("Claims") that I or my child(ren) may experience or incur, or have against the Diocese of Pensacola-Tallahassee, in connection with my child(ren)'s participating in school and/or school-related activities via audio and video conferencing/communication devices and technologies, including Claims arising from the actions, omissions, or negligence of the Diocese of Pensacola-Tallahassee. I hereby agree and acknowledge that an electronic copy of this Release and any signatures hereon shall be considered for all purposes as an original. I further agree, that this Release may be executed by use of electronic signatures.

Full Legal Name(s) of Children:

Signature of Parent/Guardian

Witness (Non-Family Member)

Print Name of Parent/Guardian

Witness (Non-Family Member)

Date