

## SOCAL SPORTS ACADEMY & 951 ELITE VOLLEYBALL

### WAIVER OF LIABILITY & ASSUMPTION OF RISK RELATING TO CORONAVIRUS/COVID-19

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, including individuals without disease symptoms. As a result, federal, state, and local governments and federal and state health agencies recommend social distancing and have, in many locations, prohibited or limited the congregation of groups of people.

**VOLUNTARY PARTICIPATION:** I, the undersigned, acknowledge that I have voluntarily enrolled my child, (hereinafter referred to as “the Player” or “my Player”) to participate in an athletic event in the sport of volleyball run by SoCal Sports Academy & 951 Elite Volleyball (the “Club”).

**AGREEMENT TO ABIDE:** All participants in sponsored activities at SoCal Sports Academy & 951 Elite Volleyball must agree to and abide by the conditions and safety protocols outlined by SoCal Sports Academy & 951 Elite Volleyball. I, the undersigned, and the Player acknowledge and agree to abide by the specific conditions set by SoCal Sports Academy & 951 Elite Volleyball.

**COVID-19 CONTAGIOUS NATURE:** I acknowledge the extremely contagious nature of COVID-19 and voluntarily agree to the terms described above and below, and I assume the risk that the Player, my children, my family members, and I (hereinafter referred to as “my Family”) may be exposed to or infected by COVID-19 by our participation and that such exposure or infection may result in personal injury, illness, permanent disability, and death.

**ASSUMPTION OF COVID-19 RISK:** I understand that the risk of becoming exposed to or infected by COVID-19 at the Club may result from the actions, omissions, or negligence of myself and others, including, but not limited to, Club employees, volunteers, and program participants and their families. I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to myself, the Player, and my Family (including, but not limited to, personal injury, disability, and death, illness, damage, losses, claims, liabilities, or expenses, of any kind, that I or the Player or my Family may experience or incur in connection with my Player’s attendance at the Club or participation in Club programming (“Claims”).

**REPORTING OF GOOD HEALTH:** I warrant and represent that I myself, the Player, and my Family are in good health and have no symptoms of sickness or illness, either which have been linked to or have not been linked to COVID-19, and that I myself, the Player, and my Family are not aware of any exposure to other individuals who are confirmed or suspected to have COVID-19, have COVID-19 symptoms, or are awaiting test results for COVID-19. I acknowledge and agree to report any change in the good health status of myself, the Player, or my Family, and I acknowledge and agree that such reporting will terminate the ability of the Player to participate in any Club program/activity and to be physically present at the Club or at any Club program until the health status of myself, the Player, and my Family is determined to be good again.

**HOLD HARMLESS:** On my behalf, and on behalf of the Player and my Family, I hereby release, covenant not to sue, discharge, and hold harmless the Club, its employees, agents, and representatives, of and from the Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of the Club, its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation in any Club program.

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**KNOWING AND VOLUNTARY EXECUTION:** I have carefully read this Agreement and fully understand its contents. I am aware that this is a release of liability between me and SoCal Sports Academy & 951 Elite Volleyball, its employees, volunteers, agents or contractors, any of its affiliate organizations, and any other contracted facilities it uses ("the Released Parties"), and I acknowledge its contents and agree to the terms, conditions, and contents fully of my own free will.

**I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, I FULLY UNDERSTAND ITS TERMS, I UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL LEGAL RIGHTS AND/OR REMEDIES BY SIGNING IT, AND I SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.**

Name of participant/player: \_\_\_\_\_

Participant/player signature: \_\_\_\_\_

Date signed: \_\_\_\_\_

**FOR PARTICIPANTS OF MINORITY AGE (UNDER AGE 18 AT THE TIME OF REGISTRATION)**

This is to certify that I, as parent/guardian, with legal responsibility for this participant, have read and explained the provisions in this waiver/release to my child/ward including the risks of presence and participation and his/her personal responsibilities for adhering to the rules and regulations for protection against communicable diseases. Furthermore, my child/ward understands and accepts these risks and responsibilities. I, for myself, my spouse, and child/ward, do consent and agree to his/her release provided above for all the Released Parties, and myself, my spouse, and child/ward do release and agree to indemnify and hold harmless the Released Parties for any and all liabilities incident to my minor child's/ward's presence or participation in these activities as provided above, EVEN IF ARISING FROM THEIR NEGLIGENCE, to the fullest extent provided by law.

Name of parent/guardian: \_\_\_\_\_

Parent/guardian signature: \_\_\_\_\_

Date signed: \_\_\_\_\_

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