



## **COVID-19 WAIVER**

### **WAIVER AND RELEASE OF LIABILITY, EXPRESS ASSUMPTION OF RISK, INDEMNITY AND HOLD HARMLESS AND VOLUNTARY CONSENT AGREEMENT**

THIS AGREEMENT MUST BE CAREFULLY READ AND SIGNED IN CONSIDERATION OF my ability to participate with Icon Volleyball Club, LLC (hereinafter, the Club) in all volleyball training practices or related/affiliated activities and any associated use of premises, facilities, staff, equipment, transportation and services of the Club. The undersigned, on behalf of himself/herself, his/her minor child, his/her personal representative, heirs, and next of kin (hereinafter collectively, the "UNDERSIGNED") hereby:

1. **EXPRESS ASSUMPTION OF RISK:** UNDERSIGNED hereby acknowledges and understands that the World Health Organization has declared COVID-19 a worldwide pandemic. COVID-19 is extremely contagious and spreads mainly from person-to-person contact. Based on currently available information and clinical expertise, older adults and people of any age who have serious underlying medical conditions may have a higher risk for severe illness from COVID-19. There have been recommended guidelines and preventative measures put in place to reduce the spread of COVID-19; however, it CANNOT GUARANTEE that UNDERSIGNED will not become exposed to or infected with COVID-19, despite reasonable efforts to mitigate such dangers. Furthermore, the Activities could increase UNDERSIGNED's risk of contracting COVID-19. By signing this Agreement, UNDERSIGNED acknowledges the extremely contagious nature of COVID-19 and voluntarily assumes the risk that UNDERSIGNED may be exposed to or infected with COVID-19 from the Activities, and that such exposure or infection may involve the RISK OF SERIOUS INJURY, ILLNESS, PERMANENT DISABILITY AND/OR DEATH. UNDERSIGNED understands that the risk of becoming exposed to or infected with COVID -19 by UNDERSIGNED's participation in the Activities may result from the actions, omissions, or negligence of others and/or UNDERSIGNED, including, but not limited to, the RELEASEES (as defined below). UNDERSIGNED hereby expressly assumes all such risks and dangers whether presently known or unknown.
2. **Description of Activity or Program (The Activities)** : Practices, personal training, or gatherings of any kinds involving volleyball, including but not limited to, conditioning, cross-training, education, clinics, or other activities located in the Club practice locations.
3. **WAIVER AND RELEASE:** In return for being permitted to participate in the Activities UNDERSIGNED hereby **RELEASES, WAIVES, AND FOREVER DISCHARGES** , the Club, its directors, coaches, staff, volunteers, or and other program participants and their families from liability from any and all claims, including the negligence of the Club, resulting in personal injury, death, accident or illness, and property loss, in connection with participation in the Activities and any use of the premises and facilities.

4. **INDEMNITY AND HOLD HARMLESS:** UNDERSIGNED hereby agrees to indemnify and hold the Club harmless from any and all claims, actions, suits, procedures, costs, expenses, damages, and liabilities, including attorney's fees, arising out of the undersigned's involvement in the Activities, and to reimburse the Club for any such expenses incurred.
5. **INFORMED CONSENT AND VOLUNTARY PARTICIPATION:** UNDERSIGNED fully acknowledges and understands that COVID-19 is extremely contagious. UNDERSIGNED has taken it upon himself or herself to be fully informed of the numerous risks and potential dangers associated with COVID-19, including SUFFERING SEVERE PERSONAL INJURY OR DEATH. UNDERSIGNED acknowledges that he or she has been informed that his or her PERSONAL SAFETY CANNOT BE GUARANTEED. UNDERSIGNED acknowledges that his or her participation in the Activities are completely voluntary, and he or she believes that the potential benefits of participation and/or services provided outweigh the risk and danger associated with COVID-19. For more information please see the Center For Disease Control's site at <https://www.cdc.gov/coronavirus/2019-nCoV/index.html>.
6. **Dates:** May 25, 2020 through August 31, 2021
7. **Severability and Governing Law and Jurisdiction:** This Agreement shall be governed by the laws of the State of California, and any disputes arising out of or in connection with this Agreement shall be under the exclusive jurisdiction of the Courts of the State of California. UNDERSIGNED acknowledges that THIS AGREEMENT IS INTENDED TO BE FULLY SEVERABLE, and that if any portion of this Agreement is held invalid, it is agreed that the balance the Agreement shall continue in full legal force and effect. That shall include modifying the Agreement to allow the remainder of claims to be waived, released, and indemnified against in the event that the inclusion of any particular type of claim is found to be invalid or contrary to public policy. This Agreement is to be interpreted and enforced under the laws of the California.
8. **Health Agreement:** UNDERSIGNED acknowledges that it is his or her responsibility to do all of the following: (1) exercise caution and follow any CDC or OSHA issued protocols (including without limitation those guidelines specifically referenced to protect the health of the UNDERSIGNED); (2) inform the Club of any Activities which the UNDERSIGNED does not feel comfortable performing; (3) cease any activity and promptly report any physical discomfort, illness or complications while participating in any Activity; and (4) clear his or her participation of any Activity with his or her personal physician. UNDERSIGNED also agrees, represents and warrants that he or she will not participate in any Activity if he or she (i) experiences symptoms of COVID-19, including, without limitation, fever, cough or shortness of breath, or (ii) has a suspected or diagnosed/confirmed case of COVID-19.
9. **Acknowledgement of Understanding:** UNDERSIGNED hereby accepted all terms set forth herein and acknowledges this is the complete agreement between the parties regarding these issues, and UNDERSIGNED agrees and acknowledges that NO ORAL

REPRESENTATIONS, STATEMENTS OR INDUCEMENTS HAVE BEEN MADE APART FROM THIS AGREEMENT. UNDERSIGNED HAS COMPLETELY READ BOTH PAGES OF THIS AGREEMENT, FULLY UNDERSTANDS ITS TERMS, AND UNDERSTANDS THAT THIS IS AN IMPORTANT LEGAL DOCUMENT AFFECTING SUBSTANTIAL LEGAL RIGHTS. UNDERSIGNED SIGNS THIS DOCUMENT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE TO HIM OR HER AND UNDERSIGNED INTENDS HIS OR HER SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW. UNDERSIGNED was given ample opportunity to read the Agreement and/or have it reviewed by legal counsel of his or her choice. UNDERSIGNED was also offered a copy of this Agreement.

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**Signature of Participant** **Date**

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**Name of Participant** **Date of Birth**

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**Signature of Parent/Guardian** **Date**

Icon Volleyball Club, LLC

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**Print Name of Parent/Guardian** **Name of Club Participant(s)**