

Participant Requirements & Waiver and Release 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”) to participate in an athletic event in the sport of volleyball run by Earth Volleyball Club (or the “Club”).

EXISTING RELEASE FORM VALIDITY: I acknowledge that previously signed Release of Liability and Waiver forms signed on my behalf and on behalf of the Player continue to hold their full force and effect. This Waiver and Release is specific to Covid-19 and its risks.

AGREEMENT TO ABIDE: All participants in sponsored activities with Earth Volleyball Club must agree to and abide by a set of specific conditions. I, the undersigned, and the Player acknowledge and agree to abide by conditions including, but not limited to the following:

- Participants must use hand sanitizer prior to gym entry and throughout. - Personal items allowed in the gym are gym bags and water bottles. - Participants must wait outside the gym prior to the start of their event. - Bathrooms are off limits unless in an emergency. - Participants will assist in cleaning spaces personally utilized during the event. - Parents are required to wear masks while in the gym. - Participants will not submit to temperature testing for now, but please use your best judgement, if you are coughing or feeling sick, do not enter the facility. - Participants are required to wear masks when entering the facility and throughout training or tryouts. - Due to the number of players we haven't seen before tryouts or training, it is safe for everyone to wear masks.

Earth Volleyball Club has put in place numerous preventative measures and enhanced cleaning protocols to reduce the likelihood of spreading Covid-19 in our environment; however, the Club cannot guarantee that you, the Player, your other children, if applicable, or additional family members will not become infected with COVID-19. Further, attending sponsored activities at the Club could increase your risk and the risk of additional family members around you in contracting COVID-19. Participation conditions are subject to change.

COVID-19 CONTAGIOUS NATURE: I acknowledge the contagious nature of COVID-19 and voluntarily agree to the terms described above and assume the risk that the Player, my children, my family members, and I (hereafter 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, loss, claim, liability, or expense, 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 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 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 that such reporting will terminate the ability of the Player to participate until the health status of myself, the Players, and my Family is determined again to be good.

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.

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, Earth Volleyball Club and/or its employees, volunteers, agents or contractors, any of its affiliate organizations, and any other contracted facilities it uses, and I acknowledge its contents and agree to the terms, conditions, and contents fully of my own free will.

Athlete Name(s): _____ Location: _____

Team(s): _____

Parent/Legal Guardian Name(s):

Signature(s) of Parent/Legal Guardian: _____

Date: ____/____/____

Participation Waiver and Release of Liability

I do hereby waive, release Earth Volleyball Club and its coaches, instructors, volunteers, officers, agents, employees, representatives, executors and all others acting on their behalf from any and all claims or liabilities for injuries or damages to my person and or property, including those caused by negligent act or omission of any of those mentioned or others acting on their behalf, arising out of or connected with my participation in any activities, programs or services of Earth Volleyball Club or the use of any equipment at various sites, provided by Earth Volleyball Club or its coaches/instructor(s).

I have been informed of, understand and am aware that strength, flexibility, aerobic exercise, and sports programs including the use of equipment, are a potentially hazardous activity. I also have been informed of, understand and am aware that fitness activities involve a risk of injury, including a remote risk of death or serious disability, and that I am voluntarily participating in these activities and using equipment and machinery with full knowledge, understanding and appreciation of the dangers involved. I hereby agree to expressly assume and accept any and all risks of injury or death.

I do hereby further declare myself to be physically sound and suffering from no condition, impairment, disease, infirmity, or other illness that would prevent my participation in these activities or use of equipment or machinery. I do hereby acknowledge that I have been informed of the need for a physician's approval for my participation in the exercise activities, programs and use of exercise equipment. I also acknowledge that it has been recommended that I have a yearly or more frequent physical examination and consultation with my physician as to physical activity, exercise, use of exercise equipment and sports programs. I acknowledge that I have had a physical examination and have been given my physicians permission to participate or I have decided to participate in the exercise activities; programs and use of equipment without the approval of my physician and do hereby assume all responsibility for my participation in said activities programs and use of equipment.

I understand that Earth Volleyball Club in providing and maintaining an exercise/fitness/sports program for me does not constitute an acknowledgement, representation, or indication of my physiological well-being or a medical opinion related thereto.

This agreement is ongoing and has no expiration date. I/we acknowledge and agree that Earth Volleyball Club reserves the right to terminate participation at any time.

The undersigned, including player/participant, release Earth Volleyball Club, its members, coaching staff, volunteers, and all activity coordinators from any and all liability for any injury or loss sustained by the player/participant and/or any person(s) related to or affiliated with player/participant while participating in/with Earth Volleyball Club. This includes but is not limited to Earth Volleyball Club sponsored events, training, practices, clinics, camps, scrimmage games, league games, tournament games, events sponsored by organizations other than Earth Volleyball Club, emergency/medical expenses, and traveling to and from such events.

I hereby give my full permission for the use of my name, picture, image, video, likeness, actions, voice, or other personally identifiable information, in whole or in part, individually or in conjunction with other images, captured by any means as part of my participation in any Earth Volleyball Club and/or an affiliate event. I waive all rights of privacy or compensation, which I may have in connection with such use of my name, picture, image, video, likeness, actions, voice or other personally identifiable information, to be used by Earth Volleyball Club and/or its affiliates and/or sponsors for promotional purposes in any media whatsoever.

This agreement is ongoing and has no expiration date. The signing of this release of liability shall be considered as a waiver and indemnifies all of the above of any and all claims for any such injury or loss.

The undersigned acknowledges and agrees to all of the above and understands that Earth Volleyball Club reserves the right to terminate participation at any time Event(s)Clinics, Camps, Practices, Scrimmages, Training, Leagues, Tournaments, etc.

I HAVE READ THIS WAIVER OF LIABILITY, RELEASE AND INDEMNITY AGREEMENT AND ASSUMPTION OF THE RISK AND FULLY UNDERSTAND ITS TERMS. I EXPRESSLY ACKNOWLEDGE THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE TO ME. I INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

Athlete Name(s): _____

Parent/Legal Guardian Name(s):

Signature(s) of Parent/Legal Guardian: _____

Date: ____/____/____