

**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. They 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 **NU BREED VOLLEYBALL 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 continues 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 at McDermontX (365 N. Sweetbriar Ave, Lindsay, CA 92347) and various tournament site facilities, must agree to and abide by a set of specific conditions. I, the undersigned, and the Player acknowledge and agree to abide by terms including, but not limited to, the following:

- Participants must use hand sanitizer before gym entry and throughout.
- No personal items in the gym except for keys and water bottle. 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 may be asked to submit to temperature testing before participation. Any temperature over 100 degrees will disallow participation.

NU BREED VOLLEYBALL CLUB and McDermont X have put in place numerous preventative measures and enhanced cleaning protocols to reduce the likelihood of spreading Covid-19 in our environment. However, **NU BREED VOLLEYBALL CLUB** nor McDermont X 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 of **NU BREED VOLLEYBALL CLUB** could increase your risk and the risk of other 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 **NU BREED VOLLEYBALL CLUB** activities held at **McDermont X** may result from the actions, omissions, or negligence of myself and others, including, but not limited to, Club of facility employees, volunteers, and program participants and their families. I voluntarily agree to assume all of the preceding 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 **NU BREED VOLLEYBALL CLUB practices** held at McDermont X 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 has 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 excellent 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 now release, covenant not to sue, discharge, and hold harmless **NU BREED VOLLEYBALL CLUB** and McDermont X, 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 to it. I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of **NU BREED VOLLEYBALL CLUB** and McDermont X, 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, **NU BREED VOLLEYBALL CLUB**, and/or its employees, volunteers, agents or contractors, any of its affiliate organizations, and any other contracted facilities it uses. I acknowledge its contents and agree to the terms, conditions, and contents entirely of my own free will.

Athlete Name(s): _____ Location: _____ Team(s): _____

Parent/Legal Guardian Name(s): _____

Signature(s) of Parent/Legal Guardian: _____ Date: ____/____/____