



TITANS GIRLS VOLLEYBALL & PUSD OFF-SEASON ACTIVITIES RELEASE OF LIABILITY

NOTICE OF RISKS RE: COMMUNICABLE DISEASES

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 from person-to-person through close contact, respiratory droplets, and/or touching one's mouth, nose or eyes.** As a result, federal, state, and local governments and federal and state health agencies recommend guidelines to mitigate the spread of COVID-19, which include social distancing, washing hands, and prohibition of the congregation of groups of people. The California Department of Public Health has designated COVID-19 as a "Communicable Disease."

In consideration of being permitted to participate in any way in any Titans Girls Volleyball activity ("Activity") I, for myself, my personal representative, assigns, heirs, and next of kin:

- 1) ACKNOWLEDGE, agree and represent that I understand the nature of the Activity and that I am qualified, in good health, and in proper physical condition to participate in such Activity. I further agree and warrant that if at any time I believe conditions to be unsafe, I will immediately discontinue further participation in the Activity.
- 2) I FULLY UNDERSTAND that: (a) ATHLETIC ACTIVITIES INVOLVE RISKS AND DANGERS OF SERIOUS INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS, AND DEATH ("Risks"); (b) these Risks and dangers may be caused by my own actions or inactions, the actions or inactions of others participating in the Activity, the condition in which the Activity takes place, or the negligence of the "RELEASES" named below; (c) there may be OTHER RISKS AND SOCIAL AND ECONOMIC LOSSES either not known to me or not readily foreseeable at this time, and I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES, I incur as a result of my participation or that of the minor in the Activity.
- 3) I HEREBY RELEASE, DISCHARGE, AND COVENANT NOT TO SUE PUSD OR TITANS GIRLS VOLLEYBALL BOOSTERS, including its parent company, related affiliated and subsidiary companies of each, as well as the officers, directors, agents, employees and assigns of each, and PHS associations, clubs, coaches, officials, administrators, members, volunteers, participants, and if applicable owners and lessors of premises on which the Activity takes place, and any other party indemnified and held harmless by PUSD and Titans Girls Volleyball (each considered one of the "RELEASES" herein) FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON MY ACCOUNT CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE 'RELEASES' OR OTHERWISE, INCLUDING NEGLIGENT RESCUE OPERATIONS, NEGLIGENT SECURITY, TRAVEL, AND RECREATIONAL OPERATIONS AND ACTIVITIES.
- 4) I FURTHER AGREE that if, despite this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT I, or anyone on my behalf, makes a claim against any of the Releases, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE RELEASES from any litigation expenses, attorney fees, loss, liability, damage, or cost which may incur as the result of such claim.

- 5) **AGREEMENT TO PARTICIPATE:** I, or we, grant to the Directors, Assistant, or assigned chaperons of this event to act as guardians/spokesman in granting permission for emergency treatment/hospitalization (including anesthesia) if necessary for my child at the site of a PUSD or Titans Girls Volleyball event or hospital or other medical facility. I understand that should a health emergency arise, I will be attempted to be notified, but that if I cannot be reached by phone or text message, such medical treatment as deemed necessary by competent medical personnel is authorized.
- 6) **INSURANCE:** Titans Girls Volleyball provides excess medical insurance for any member athlete participating in any Titan Girls Volleyball off-season and club sanctioned event. The athlete is required to have medical insurance under a family policy, and theirs will be applied first, followed by Titans Girls Volleyball Boosters AAU insurance.
- 7) **COVID-19 CONTAGIOUS NATURE:** I acknowledge the extremely contagious nature of COVID-19 and voluntarily agree to abide by the conditions and safety protocols outlined by SD County and Poway Unified School District. I further assume the risk that my athlete, 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. I voluntarily agree to assume all such risks and accept sole responsibility for any injury or illness to myself, my athlete, and my family that may be experienced or incur as a result of my athlete(s) attendance and/or participation in said Activity.

FOR PARTICIPANTS OF MINORITY AGE (UNDER AGE 18)

I, the minor's parent/legal guardian, understand the nature of athletic activities and the minor's experience and capabilities and believe the minor to be qualified, in good health, and in proper physical condition to participate in such activity. I certify I have read and explained the provisions in this waiver/release to my child/ward including the risks of presence and participation and 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 her release provided above for 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.

Print Name of Player: _____

Print Name of Parent/Guardian: _____

Parent/Guardian Signature: _____

Date Signed: _____