

WAIVER OF LIABILITY AND HOLD HARMLESS FOR COMMUNICABLE DISEASES INCLUDING COVID-19

The novel coronavirus (COVID-19), has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious, and it is believed to spread mainly from person-to-person contact. While rules, guidance, and personal discipline may reduce this risk, the risk of serious illness and death does exist. Epuerto Sports ("Club") and any other district that our students travel to cannot completely mitigate the transfer of communicable diseases like COVID-19 especially when involved in sports or activities. Participation in sports or activities includes possible exposure to an illness injury or death from infectious diseases including COVID-19.

In consideration for providing my child the opportunity to participate in activities at the club and any related transportation to and from sporting events both my child and I voluntarily agree to waive and discharge any and all claims against the Epuerto Sports and release it from liability for any exposure or illness or injury from an infectious disease including COVID-19, including claims for any negligent actions of the Club(s) or its employees or agents, to the fullest extent allowed by law, for myself, my child, our estates, our heirs, our administrators, our executors, our assignees, and our successors.

I also agree to release, exonerate, discharge and hold harmless to Epuerto Sports, its Board of Directors, the individual members thereof, and all officers, agents, employees, volunteers, and representatives from all liability, claims, causes of action, or demands, including attorney fees, fines, fees, or other costs (e.g. medical costs) arising out of any exposures to or illness or injury from an infectious disease including COVID-19, which may result from or in connection with my child's participation in sports or activities on Epuerto Sports grounds and facilities.

I further certify and represent that I have the legal authority to waive, discharge, release, and hold harmless the release parties on behalf of myself and the above-named participant.

I certify that I have read this document and its entirety and fully understand its contents. In exchange for the opportunity to participate in sports or activities at Epuerto Sports, the above-named participant and I freely and voluntarily assume all risk such as hazards and notwithstanding such, release Club(s) from all liability for any loss regardless of cause, and claims arising from the participant's participation in the activities.

As consideration for the participation of the above-named child in EPUERTO SPORTS ACTIVITIES, I, as parent/guardian hereby RELEASE EPUERTO SPORTS and all of its employees, volunteers and sponsors, from any liability for injury to the above-named child resulting from participation in EPUERTO SPORTS ACTIVITIES. I agree to abide by and uphold all of the rules, policies and procedures of EPUERTO SPORTS ACTIVITIES. I agree to respect the decisions of EPUERTO SPORTS employees and volunteers made in the course of performing their duties and to assume full responsibility for the child I am registering and all of my family members and guests. I acknowledge that if I fail to do so, the above-named child fails to do so, or any of my family members or guests fail to do so, I, the child, and any of our family members or guests may be removed and barred from EPUERTO SPORTS ACTIVITIES, and potentially all future EPUERTO SPORTS ACTIVITIES. I have read and understand the above RELEASE and agree to its terms.

I give EPUERTO SPORTS the absolute right and permission to use any and all photographs of the above-registered child, myself or family/guests in its promotional materials and publicity efforts. I understand that the photograph(s) may be used in a publication, print ad, direct-mail piece, electronic media (e.g., DVD, video, Internet) or other form of promotion or information. I release EPUERTO SPORTS, its agents, staff, volunteers, and the photographer from liability for any violation of any personal or proprietary right I may have in connection with such use.

Participant Name: _____

Parent Name: _____ Signature: _____

Date: _____