

Capistrano Unified Schools District
ASSUMPTION OF RISK
& HOLD HARMLESS, INDEMNITY AND RELEASE OF LIABILITY
RELATING TO CORONAVIRUS/COVID-19

WARNING

The World Health Organization has declared Coronavirus/COVID-19 a pandemic, and the Governor of California has declared that a State of Emergency exists in California related thereto. Coronavirus/COVID-19 is extremely contagious. Federal, state, and local governments, and health agencies have issued various directives and guidelines regarding social distancing and gatherings.

While the Capistrano Unified School District has instituted measures designed to mitigate the spread of Coronavirus/COVID-19, the Capistrano Unified School District cannot guarantee that students or other attendees will not be exposed to or become infected with COVID-19. Attending or participating in Capistrano Unified Schools District's athletic activities could increase the risk of contracting COVID-19.

ASSUMPTION OF RISK

On behalf of student-athlete and parent/guardian:

We understand and acknowledge the contagious nature of Coronavirus/COVID-19 and the increased risk of infection related thereto in connection with attendance at or participation in Capistrano Unified School District's athletic activities. Specifically, we understand and acknowledge that we may be exposed to or infected by COVID-19 as a result of student-athlete attending or participating in Capistrano Unified School District's athletic activities, which may result in personal injury including serious illness, permanent disability, and death. We understand that exposure to or infection by COVID-19 may result from the actions or omissions, including the negligence, of ourselves and of others, including but not limited to: (1) other participants, attendees, or their families; (2) members of the public; and (3) employees, volunteers, agents, representatives, officers, administrators, Board members, or other individuals acting on behalf of the Capistrano Unified School District.

We hereby voluntarily and knowingly agree to assume all of the foregoing risks and all other risks arising out of or related to Capistrano Unified School District's athletic activities and voluntarily and knowingly accept sole responsibility for any injury to ourselves (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that we may experience or incur in connection with student's attendance or participation in Capistrano Unified School District's athletic activities.

HOLD HARMLESS, INDEMNITY AND RELEASE

On behalf of student-athlete and myself, and in consideration of permission for student-athlete to participate in the above listed activity:

We agree, here and forever, to the maximum extent permitted by law, for ourselves, our family, our heirs, personal representative(s), and/or assigns, to defend, hold harmless, indemnify, discharge, release, and covenant not to sue the Capistrano Unified School District, its Board members, administrators, officers, agents, employees, volunteers, representatives, and other individuals acting on its behalf, from and against any and all liabilities, claims, demands, actions, or causes of action of any sort, present or future, on account of damage to personal property, or personal injury, or illness, or death which may result from student’s participation in the activity, including but not limited to that arising out of exposure to or infection by COVID-19. This release specifically includes claims based on the negligence of Capistrano Unified School District, its Board members, administrators, officers, agents, employees, volunteers, representatives, and other individuals acting on its behalf. This release applies whether a COVID-19 infection or related illness occurs before, during or after student’s participation in the Capistrano Unified School District’s athletic activities. **We understand that we are releasing claims and giving up substantial rights, including our right to sue, and are doing so voluntarily. No representations, statements, or inducements, oral or written, apart from the foregoing written statement, have been made.**

WE HAVE READ, UNDERSTAND, AND AGREE TO ALL TERMS AND CONDITIONS OF THIS DOCUMENT.

Signature of Parent/Guardian Please Print Name Date

Signature of Student/Athlete Please Print Name Date

***IF STUDENT IS AGE 18 OR OLDER, STUDENT MUST COMPLETE AND SIGN BELOW**

I certify that I am age 18 or older:

ASSUMPTION OF RISK

I understand and acknowledge the contagious nature of Coronavirus/COVID-19 and the increased risk of infection related thereto in connection with my attendance at or participation in Capistrano Unified School District's athletic activities. Specifically, I understand and acknowledge that I may be exposed to or infected by COVID-19 by attending or participating in Capistrano Unified School District's athletic activities, which may result in personal injury including serious illness, permanent disability, and death. I understand that exposure to or infection by COVID-19 may result from the actions or omissions, including the negligence, of myself and of others, including but not limited to: (1) other participants, attendees, or their families; (2) members of the public; and (3) employees, volunteers, agents, representatives, officers, administrators, Board members, or other individuals acting on behalf of the Capistrano Unified School District.

I hereby voluntarily and knowingly agree to assume all of the foregoing risks and all other risks arising out of or related to the Capistrano Unified School District athletic activities, and voluntarily and knowingly accept sole responsibility for any injury to myself (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I may experience or incur in connection with my attendance or participation in the Capistrano Unified School District's athletic activities.

HOLD HARMLESS, INDEMNITY AND RELEASE

In consideration of permission for me to participate in the above listed activity:

I agree, here and forever, to the maximum extent permitted by law, for myself, my family, heirs, personal representative(s), and/or assigns, to defend, hold harmless, indemnify, discharge, release, and covenant not to sue the Capistrano Unified Schools District, its Board members, administrators, officers, agents, employees, volunteers, representatives, and other individuals acting on its behalf, from and against any and all liabilities, claims, demands, actions, or causes of action of any sort, present or future, on account of damage to personal property, or personal injury, or illness, or death which may result from my participation in the activity, including but not limited to that arising out of exposure to or infection by COVID-19. This release specifically includes claims based on the negligence of the Capistrano Unified School District, its Board members, administrators, officers, agents, employees, volunteers, representatives, and other individuals acting on its behalf. This release applies whether a COVID-19 infection or related illness occurs before, during or after participation in the Capistrano Unified School District's athletic activities. **I understand that I am releasing claims and giving up substantial rights, including my right to sue, and am doing so voluntarily. No representations, statements, or inducements, oral or written, apart from the foregoing written statement, have been made.**

I HAVE READ, UNDERSTAND, AND AGREE TO ALL TERMS AND CONDITIONS OF THIS DOCUMENT.

Signature of Student-Athlete

Please Print Name

Date

Age of Student