

ASSUMPTION OF THE RISK AND WAIVER OF LIABILITY RELATING TO COMMUNICABLE DISEASES

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. **COVID-19 can be extremely dangerous** and is believed to be spread from person-to-person contact. As a result, federal, state and local governments and health agencies recommend established guidelines to reduce the risk of spreading the virus. These include requiring social distancing and, in many locations, prohibiting the congregation of large groups of people. These guidelines are for the safety of the public and should be followed. It must be understood that COVID-19 is a continuing threat to the health and lives of the citizens of Washington.

By participating in Blackhills FC (the "Club") related events and activities, there are certain risks to you and your child(ren) arising from or related to possible exposure to communicable diseases including, but not limited to, the virus "severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2)", which is responsible for the Coronavirus Disease (also known as COVID-19) and/or any mutation or variation thereof (collectively referred to as "Communicable Diseases").

Blackhills FC is following our state and local guidelines as we return to play. The Club has put in place mitigation measures to try to reduce the spread of COVID-19. However, it is understood that the Club **cannot guarantee** that you or your child(ren) will not come into contact with or become infected with COVID-19. Your mere physical presence at the Club activities could **increase your risk** and your child(ren)'s risk of contracting the disease.

Assumption of Risk

Notwithstanding the risk of infection, I, on behalf of myself and my minor child(ren), wish to voluntarily participate in soccer activities offered by the Club. These include but are not limited to practices and other training, soccer matches, team activities and travel to other facilities not under the control of the Club for soccer matches.

In consideration of being allowed to participate in any way in Club programs, and related events and activities, I, and/or the minor child(ren) state as follows:

1. I agree to and have instructed my child to follow all of the return to play guidelines issued by Blackhills FC. I shall comply with all rules, regulations, and /or conditions established by Blackhills FC and all state and local authorities.
2. I understand that although the Club has taken precautions to provide proper organization, supervision, instruction and equipment for the services being offered, it is impossible for the Club to guarantee absolute safety from infection by Communicable Diseases. I am fully aware of the hazards associated with such Communicable Diseases and knowingly and voluntarily assume full responsibility for any and all risk of personal injury or other loss that I may sustain in connection with such Communicable Diseases (including Covid 19). In addition, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that my child(ren) and/or I may be exposed to or infected by COVID-19 by attending Club activities.
3. I understand that I share the responsibility for safety during all activities, and I assume that responsibility. I will make the Club coaches and staff aware to the best of my ability of any questions or concerns regarding my understanding of safety standards, guidelines, procedures and my ability to participate at any point during any activity. I will also take steps to ensure the health of my child(ren) before the child participates in any soccer activity.

Release of Liability

I, for myself or for my minor child(ren) or ward(s), and on behalf of my/our heirs, assigns, beneficiaries, executors, administrators, personal representatives, and next of kin, **HEREBY EXPRESSLY RELEASE, HOLD HARMLESS, AND FOREVER DISCHARGE Blackhills FC** and its directors, officers, officials, agents, representatives, employees, coaches, managers, volunteers, other participants, sponsors, advertisers, and, if applicable, owners and lessors of premises upon which Blackhills FC related events and activities take place (the "Released Parties"), from any and all claims, demands, suits, causes of action, losses, and liability of any kind whatsoever, whether in law or equity, arising out of or related to any **ILLNESS, INJURY, DISABILITY, DEATH, OR OTHER DAMAGES** incurred due to or in connection with any Communicable Diseases (including Covid 19) arising out of or related to Club activities, **WHETHER ARISING FROM THE ACTIONS, OMISSIONS, OR NEGLIGENCE OF THE RELEASED PARTIES OR OTHERWISE**, to the fullest extent permitted by law.

I agree that this Agreement is intended to be as broad and inclusive as is permitted by the laws of the State of Washington, and if any portion hereof is held invalid, it is agreed that the remainder shall continue in full legal force and effect.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

Signature of Parent or Player (18 or over)

Date: _____

Print Name of Parent or Player (18 or over)

Signature of Parent or Player (18 or over)

Date: _____

Print Name of Parent or Player (18 or over)

PRINT THE NAME OF THE MINOR CHILD FOR WHOM YOU ARE SIGNING THIS WAIVER AND RELEASE

Name of Minor Child

Signature of parent or guardian for minor child