

# Activity: Athletics 2021-2022

## ASSUMPTION OF RISK AND WAIVER OF LIABILITY AND AGREEMENT TO ABIDE BY EGUSD ATHLETIC COVID-19 PROTOCOLS

School Name: \_\_\_\_\_

Student Name: \_\_\_\_\_

The novel coronavirus (or COVID-19) has created a pandemic resulting in a State of Emergency in California. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. As a result, federal, state, and local governments and health officers have required or recommended social distancing and, in many instances, have prohibited or significantly limited the congregation of groups of people.

Elk Grove Unified School District (“EGUSD”) is complying with guidance and taking reasonable steps to mitigate the risk of spreading COVID-19. However, this risk cannot be completely eliminated and EGUSD cannot guarantee that you and/or, if applicable, your student(s)/child(ren) will not become infected with COVID-19. Further, participating in the EGUSD athletic program and related events and activities (“Athletic Program”) could increase your and/or, if applicable, your student(s)/child(ren)’s risk of contracting COVID-19. Consequently, for the safety of our staff, students, parents, and other visitors, EGUSD requires all persons participating in its activities during this pandemic to acknowledge an assumption of the risk, waive (i.e. release) liability, and agree to abide by our COVID-19 protocols, as follows:

1. **Request to Participate.** I request to participate in the Athletic Program. If applicable, I am the parent and/or legal guardian of the above-named student(s)/child(ren), and I request that he/she/they be allowed to participate in the Athletic Program and I give my permission for he/she/they to do so. I acknowledge that my and/or, if applicable, my student(s)/child(ren)’s participation in the Athletic Program is voluntary.

2. **Assumption of Risk.** By signing this agreement, I understand and acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that I and, if applicable, my student(s)/child(ren), may be exposed to or infected by COVID-19 by participating in the Athletic Program, and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 by participating in the Athletic Program may result from the actions, omissions, or negligence of myself and others, including, but not limited to, other participants or EGUSD officials, employees, volunteers, and/or representatives. I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any harm, loss, or injury to myself and/or, if applicable, my student(s)/child(ren), including, but not limited to, any personal injury, disability, death, illness, damage, loss, claim, causes of action, liability, cost or expense of any kind, that I, or, if applicable, my student(s)/child(ren), may experience or incur in connection with the Athletic Program (“Claims”).

3. **Waiver of Liability.** In consideration for the District allowing me and/or, if applicable, my student(s)/child(ren) to participate in the Athletic Program, I, on behalf of myself, and/or, if applicable, my student(s)/child(ren), hereby release, covenant not to sue, discharge, and hold harmless the District, and any officials, employees, volunteers, and/or representatives thereof (“Releasees”), of and from the Claims, including all liabilities, claims, actions, damages, costs, or expenses of any kind arising out of or relating thereto. I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of EGUSD, its officials, employees, volunteers, and/or representatives, whether a COVID-19 infection occurs before, during, or after participation in the Athletic Program.

4. **Agreement to Abide by COVID-19 Protocols.**

a. I agree that I, and/or, if applicable, my student(s)/child(ren), will not enter District grounds or facilities if I am, and/or he/she/they is/are, feeling ill, which includes, but is not limited to, the following symptoms: fever or chills, cough, shortness of breath or difficulty breathing, fatigue, muscle or body aches, headaches, new loss of taste or smell, sore throat, congestion or runny nose, nausea or vomiting, diarrhea, etc.

b. I understand and acknowledge that I, or, if applicable, my student(s)/child(ren), may be denied entrance or admittance if the District determines that I am, or he/she/they is/are, showing any such symptoms, I warrant and represent that I am not aware of any medical condition of myself and/or, if applicable, my student(s)/child(ren) which would render it inappropriate for me and/or him/her/they to participate in the Athletic Program.

c. I agree to abide by all COVID-19 guidelines and other COVID-19-related policies and procedures, which may change over time as circumstances change over time. This may include hand washing requirements and temperature checks for myself and, if applicable, my student(s)/child(ren). I agree to practice good hygiene etiquette such as sneezing into my elbow, utilizing tissues, and avoid touching my eyes, nose, and mouth, and, if applicable, to instruct my student(s)/child(ren) to do the same.

d. I understand and acknowledge that my failure to abide by and/or my failure to ensure that any student/child of mine abides by this agreement may result in me and/or, if applicable, my student(s)/child(ren), being removed from the Athletic Program.

**I HAVE READ THIS ASSUMPTION OF RISK AND WAIVER OF LIABILITY AND AGREEMENT TO ABIDE BY EGUSD ATHLETIC/ACTIVITY COVID-19 PROTOCOLS, FULLY UNDERSTAND ITS TERMS.**

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Student Name

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Student Signature

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Date

**FOR PARTICIPANTS OF MINORITY AGE (UNDER AGE 18 AT THE TIME OF REGISTRATION):**

This is to certify that I, as parent/guardian, with legal responsibility for this participant, have read and explained the provisions in this waiver/release to my child/ward including the risks of presence and participation and his/her/their 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 his/her/their release provided above for all the Releasees, and myself, my spouse, and child/ward do release and agree to indemnify and hold harmless the Releasees for any and all liabilities incident to my minor child's/ward's presence and/or participation in these activities as provided above, EVEN IF ARISING FROM THEIR NEGLIGENCE, to the fullest extent provided by law.

\_\_\_\_\_  
Parent/Guardian Name

\_\_\_\_\_  
Parent/Guardian Signature

\_\_\_\_\_  
Date