

Orange Unified School District

WAIVER/RELEASE FOR COMMUNICABLE DISEASES INCLUDING COVID-19

ASSUMPTION OF RISK / WAIVER OF LIABILITY / INDEMNIFICATION AGREEMENT

In consideration of being allowed to participate in athletic programming, sanctioned activities and events (collectively "Sanctioned Activities") related to the Orange Unified School District ("**RELEASES**"), the undersigned acknowledges, appreciates, and agrees that:

1. Participation in such Sanctioned Activities inherently includes possible exposure to and illness from infectious diseases including but not limited to MRSA, influenza, and COVID-19. While particular rules and personal discipline may reduce this risk, the risk of serious illness and death does exist; and,
2. **I KNOWINGLY AND FREELY ASSUME ALL SUCH INHERENT RISKS**, both known and unknown, **EVEN IF ARISING FROM THE ACTIVE OR PASSIVE NEGLIGENCE OF THE RELEASES** or others, and assume full responsibility for my participation; and,
3. I willingly agree to comply with the stated and customary terms and conditions for participation in such Sanctioned Activities as regards to protection against infectious diseases. If, however, I observe any unusual or significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest official immediately; and,
4. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, **HEREBY RELEASE AND HOLD HARMLESS** Releases their officers, directors, officials, agents, and/or employees, other participants, sponsoring agencies, sponsors, advertisers, and if applicable, owners and lessors of premises used to conduct the Sanctioned Activities , **WITH RESPECT TO ANY AND ALL ILLNESS, DISABILITY, DEATH, or loss or damage to person or property, WHETHER ARISING FROM THE ACTIVE OR PASSIVE NEGLIGENCE OF RELEASES OR OTHERWISE**, to the fullest extent permitted by law. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, hereby agree to defend and indemnify RELEASES for all such claims, causes of actions, allegations or matters arising out of, relating to, based upon or in any way connected to my participation in such Sanctioned Activities.

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.

Print Name of Participant: _____

Participant Signature: _____

Date signed: _____

FOR OUSD PARTICIPANTS OF MINORITY AGE (UNDER AGE 18 AT THE TIME OF INVOLVEMENT) 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 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 release provided above for all the Releases and myself, my spouse, and child/ward do release and agree to indemnify and hold harmless the Releases 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 parent/guardian: _____

Parent guardian/signature: _____

Date signed: _____

The signed waiver/release should be kept on file by the school for at least 7 years and possibly longer if the player has contracted a serious illness.