

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.