

**WAIVER OF LIABILITY, RELEASE AND HOLD HARMLESS AGREEMENT
INCLUDING COMMUNICABLE DISEASES AND COVID-19
FOR ADULT ATHLETIC PARTICIPATION AT ST. MARY’S SCHOOL**

The individual to whom this WAIVER OF LIABILITY, RELEASE AND HOLD HARMLESS AGREEMENT INCLUDING COMMUNICABLE DISEASES AND COVID-19 FOR ADULT ATHLETIC PARTICIPATION AT ST. MARY’S SCHOOL (this “**Agreement**”) applies is, as follows:

Adult Athletics Participant Name _____
(“**Participant**”)

Participant represents by his/her signature below that he/she agrees as follows:

Representations, Acknowledgments and Agreements

- 1. Worldwide Health Crises:** The novel coronavirus (“**COVID-19**”) has been declared a worldwide pandemic by the World Health Organization. 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 federal and state health agencies recommend social distancing and have, in many locations, prohibited the congregation of groups of people. St. Mary’s of Medford, Inc. d/b/a St. Mary’s School (the “**School**”) has put in place preventive measures to reduce the spread of COVID-19; however, the School cannot guarantee that you will not become infected with COVID-19. Further, entering upon the campus of the School and participating in School activities, including athletics, could increase your risk of contracting COVID-19.

- 2. Highly Impacted Areas:** Participant and the School acknowledge that novel coronavirus infections have been confirmed throughout the United States, including several cases in Participant’s own State and locality. In accordance with the most recent guidance and recommendations issued by the Centers for Disease Control and Prevention (“**CDC**”), the National Federation of State High School Associations (“**NFHS**”), the Oregon School Activities Association (“**OSAA**”), the Oregon Department of Education (“**ODE**”), and the Oregon Health Authority (“**OHA**”) for slowing the transmission of COVID-19, Participant agrees, represents, and warrants that Participant shall not visit or utilize the facilities, services, and/or programs of the School (other than any exclusively online services and programs) within 14 days after (i) returning from highly impacted areas subject to a CDC Level 3 Travel Health Notice, (ii) exposure to any person returning

from areas subject to a CDC Level 3 Travel Health Notice, or (iii) exposure to any person who has a suspected or confirmed case of COVID-19. The CDC Travel Health Network is continuously updating this list and the undersigned agrees that they are aware of this list and the countries listed. Participant agrees to check on a daily basis the CDC Travel Health Notices list at (<https://www.cdc.gov/coronavirus/2019-ncov/travelers/index.html>) prior to participating in or utilizing the facilities, services, and programs of the School.

- 3. Ready Schools, Safe Learners:** Under the ODE’s *Ready Schools, Safe Learners* guidance, each school has been directed to submit a plan to the district in order to provide on-site and/or hybrid instruction. The School has implemented a plan available at <https://www.smschool.us/covid-19-response#> and https://smschool.myschoolapp.com/ftpimages/1381/download/download_5173101.pdf (the “**Plan**”). Participant and School agree to comply with the Plan. The School has taken certain steps to implement certain recommended guidance and recommendations issued by public health agencies for slowing the transmission of COVID-19, including, without limitation, the access/use restrictions set forth above. Participant acknowledges and agrees that the School may revise its procedures at any time based on updated recommended guidance and recommendations issued by public health agencies and further agrees to comply with the School’s revised procedures prior to utilizing the facilities, services, and/or prior to participating in the programs of the School. Participant further acknowledges and agrees that, due to the nature of the programs offered by the School, social distancing of 6 feet per person among students, adult athletes and their fellow participants or others is challenging in the best circumstances. Participant fully understands and appreciates both the known and potential dangers of participating in the program of the School and acknowledges that use by Participant may, despite the School’s reasonable efforts to mitigate dangers, result in exposure to COVID-19, which could result in quarantine requirements, serious illness, disability, and/or death.
- 4. Symptoms of COVID 19:** Participant agrees, represents, and warrants that Participant shall not participate in, visit or utilize the facilities, services, and/or programs of the School if he or she (i) experiences symptoms of COVID-19, including, without limitation, fever, cough, chills or body aches, loss of sense of taste or smell, or shortness of breath, or (ii) has a suspected or diagnosed/confirmed case of COVID-19. Participant agrees to notify the School immediately if he or she believes that any of the foregoing access/use restrictions may apply.
- 5. Assumption of Risk – Communicable Diseases:** Participant acknowledges the contagious nature of COVID-19 and other communicable diseases and voluntarily

assumes the risk that the Participant may be exposed to or infected by COVID-19 by attending School sports and activities and that such exposure or infection may result in personal injury, illness, permanent disability, and death. Participant understands the risk of becoming exposed to or infected by COVID-19 at the School may result from the actions, omissions, or negligence of Participant and others, including, but not limited to, students, School employees, volunteers, and program participants and their families.

6. **Assumption of Risk – Injury or Damage:** Participant agrees and acknowledges that use of School facilities and services, and participation in the School programs or Sports, may involve inherent danger and risk, including, without limitation, the risk of physical illness or injury, death or property damage. Participant acknowledges that any illness or injuries that Participant contracts or sustains may be compounded by negligent first aid or emergency response.

7. **Athletic Participation:** By signing this Agreement, Participant understands, authorizes and gives permission for the School to host Sports and other School activities which Participant will join. Participant understands that participation in St. Mary’s School athletics, Sports, and other programs is a voluntary, extracurricular activity.

With informed consideration, acknowledgment and agreement of the above, Participant desires to enter into this Agreement and therefore voluntarily further agrees as follows:

Release and Hold Harmless

1. **Acceptance of Facilities:** In consideration for providing Participant the opportunity to participate in the School’s sports; being permitted to utilize the services of the School; utilize the facilities and/or participate in the programs of the School, including, but not limited to, athletics, observation or use of facilities or equipment, or participation in or acting as a spectator during any program affiliated with the School (“**Sports**”), Participant acknowledges, agrees and represents that he or she has inspected and carefully considered the premises, equipment, and facilities and has considered the School’s programs and the Participant finds and accepts same as being safe and reasonably suited for the use or participation by Participant.

2. **Waiver of Liability:** Participant forever RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE the School, any of their respective coaches, directors,

employees, volunteers and agents, any student(s) including their family members or guests (“**Released Parties**”) from any and all claims, causes of action, liability, loss, damage, injury, illness or death to Participant (or by any person who may contract COVID-19, directly or indirectly, from Participant) whether caused by the negligence, active or passive, of the School, Released Parties or other third party while Participant is in, upon, or about the premises or any facilities or using any equipment of or participating in Sports or any program of or affiliated with the School (“**Claims**”).

3. **Responsibility for Claims and Assumption of Risk:** Participant voluntarily agrees to assume all of the foregoing risks and accepts sole responsibility for any harm or injury to Participant (including, without limitation, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that Participant may experience or incur in connection with Participant’s presence on the premises of the School or participation in School Sports.
4. **Hold Harmless and Indemnity:** On behalf of Participant, Participant agrees to defend, hold harmless and indemnify the School and Released Parties of and from all Claims in any way related to Sports and activities described in this Agreement including the expenses of investigation, attorney fees and all costs of litigation.
5. **Successors and Assigns:** Participant further acknowledges that all terms and provisions of this Agreement and all covenants, acknowledgments, representations and agreements in this Agreement shall be binding upon, inure to the benefit of and are enforceable against any person or entity identified in this Agreement and their heirs, assigns, successors, affiliates, employees, officers, directors, agents and personal representatives.

Severability

Participant further expressly agrees that the foregoing Agreement is intended to be as broad and inclusive as is permitted by the laws of the State of Oregon and that if any portion of this Agreement is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

Applicable Law and Venue

This Agreement shall, in all respects, be governed by the laws of the State of Oregon. Any dispute regarding this Agreement shall be resolved in Jackson County, Oregon.

Voluntary Relinquishment of Rights

I CERTIFY I HAVE CAREFULLY READ THIS DOCUMENT IN ITS ENTIRETY AND FULLY UNDERSTAND ITS CONTENTS. IN EXCHANGE FOR THE OPPORTUNITY TO PARTICIPATE IN SPORTS AT THE SCHOOL, I FREELY AND VOLUNTARILY ASSUME ALL RISKS DESCRIBED IN THIS DOCUMENTS AND VOLUNTARILY SIGN THIS AGREEMENT.

I CERTIFY AND AGREE THAT NO ORAL REPRESENTATIONS, STATEMENTS OR INDUCEMENT APART FROM THE FOREGOING WRITTEN AGREEMENT HAVE BEEN MADE.

I CERTIFY I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM GIVING UP VALUABLE LEGAL RIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES FROM THE SCHOOL AND RELEASED PARTIES IN THE EVENT OF ILLNESS, INJURY, DEATH OR PROPERTY LOSS OR DAMAGE, INCLUDING, AND WITHOUT LIMITATION, EXPOSURE TO COVID-19 AT ANY SCHOOL FACILITY OR DURING PARTICIPATION IN ANY PROGRAM AND ANY RESULTING ILLNESS, INJURY OR DEATH. I UNDERSTAND THAT THIS AGREEMENT IS A PROMISE NOT TO SUE AND A RELEASE OF AND INDEMNIFICATION FOR ALL CLAIMS.

Participant Signature: _____

Date: _____