



## **WAIVER AND RELEASE OF LIABILITY RELATING TO ATHLETICS AND RELATED ACTIVITIES**

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 physical distancing and have in many locations prohibited the congregation of groups and people. Additional recommendations have been made from various governmental entities that, if implemented fully, would limit and/or eliminate the ability for students to participate in athletics.

Furthermore, participation in school-sponsored athletics is a purely voluntary activity. No student is required to participate in athletics. Athletics pose certain inherent risks in light of COVID, which risks can be mitigated but not eliminated. The School District of Lodi (the "District") has put in place certain preventative measures to attempt to reduce the spread of COVID-19; however, the District **cannot guarantee** that you, your children, or any other person, will not become infected with COVID-19. Participating and attending District sponsored athletic activities could increase your risk and your child or children's risk of contracting COVID-19.

IN CONSIDERATION of being permitted to participate in athletic programs and/or activities offered by the District and being permitted to be present in and/or on facilities and/or property owned by the District (collectively referred to as the "Activities"), EACH OF THE UNDERSIGNED, **for himself/herself, his or her personal representatives, heirs, and next of kin:**

1. HEREBY ACKNOWLEDGES the contagious nature of COVID-19 and voluntarily assume the risks that my child or children and I may be exposed to or infected by COVID-19 by attending and/or participating in District Activities 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 at District Activities may result from the actions, omissions, or negligence of myself and others, including but not limited to District employees, volunteers, and program participants and their families.

2. HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE the District and its officials, employees, insurers and agents (collectively referred to as the "Releasees") from all liability FOR ANY AND ALL LOSS OR DAMAGE, AND ANY CLAIM OR DEMANDS THEREFOR on account of injury and/or death to the person (including exposure to COVID-19) or property damage relating to and/or arising out of the Activities, whether caused by the negligence of the Releasees or otherwise (but not including intentional or reckless acts of the Releasees).

3. HEREBY ACCEPTS THE RISK AND ASSUMES FULL RESPONSIBILITY FOR ANY RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE arising out of and/or relating to the Activities **whether caused by the negligence of the Releasees or otherwise.**

4.       HEREBY ACKNOWLEDGES that prior to signing this document, he or she had the opportunity to contact a representative of the District to discuss and/or bargain regarding any of the terms set forth herein.

I HAVE READ THIS DOCUMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

**If the above signatory is a minor:** I hereby agree to the entirety of the foregoing in my individual capacity as well as parent or guardian of the above signatory.

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name