

WAIVER/RELEASE/ASSUMPTION OF RISK FOR COMMUNICABLE DISEASES INCLUDING COVID-19

In consideration of being allowed to participate in and on behalf of the NorCal RIZE athletic program and related events and activities (“Program”), the undersigned acknowledges, appreciates, and agrees that:

1. Participation in the Program includes possible exposure to communicable diseases including, but not limited to, MRSA, influenza, and SARS-CoV-2/COVID-19. Such exposures carry with them risk of serious illness and death; and
2. I KNOWINGLY AND FREELY ASSUME ALL RISKS OF ILLNESS AND DEATH RELATED TO COMMUNICABLE DISEASES, both known and unknown, EVEN IF SUCH RISKS ARISE FROM, OR ARE INCREASED BY, THE NEGLIGENCE OF ONE OR MORE RELEASEES (as that term is defined in #4 below), and I assume full responsibility for my participation in the Program; and
3. I agree to comply with governmental health guidelines in my community related to reducing the risk of contracting and spreading communicable diseases. Whether included in governmental guidelines or not, I agree to remove myself from participation if I feel ill. In addition, if I observe any other participant exhibiting illness during my presence or participation in the Program, I will bring the situation to the attention of the nearest official immediately; and
4. I, for myself and on behalf of my parents, guardians, heirs, assigns, personal representatives and next of kin, HEREBY RELEASE AND HOLD HARMLESS NorCal RIZE, LLC, and its members, managers, officers, officials, agents, employees, other participants, sponsoring agencies, sponsors, advertisers, and the owners and lessors of premises used to conduct any event related to the Program (“RELEASEES”), WITH RESPECT TO ANY AND ALL ILLNESS, DISABILITY, DEATH, or loss or damage to person or property, related to any communicable disease, WHETHER ARISING FROM THE NEGLIGENCE OF ONE OR MORE RELEASEES OR OTHERWISE, to the fullest extent permitted by law.

I HAVE READ THIS WAIVER, 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 IF FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

Name of participant: _____

Participant signature: _____

Date signed: _____

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

This is to certify that I am a parent/guardian of _____, with the legal responsibility for this participant’s health and welfare, and that I have the authority to execute this document on behalf of myself, my child/ward, and all other parents/guardians of my child/ward. I 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 child/ward, and all other parents/guardians of my child/ward, do consent and agree to the release provided above as to all Releasees. In addition, to the fullest extent provided by law, I, my child/ward, and all other parents/guardians of my child/ward do hereby release and agree to indemnify and hold harmless the Releasees for any and all liabilities related to any communicable disease and to my minor child’s/ward’s presence or participation in the Program, EVEN IF SUCH LIABILITIES ARISE FROM THE NEGLIGENCE OF ONE OR MORE RELEASEES.

Name of parent/guardian: _____

Parent/guardian signature: _____

Date signed: _____