

SMUSD Off-Season Activities Release of Liability

NOTICE OF RISKS RE: COMMUNICABLE DISEASES

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 from person to person through close contact, respiratory droplets, and/or touching one's mouth, nose, or eyes. As a result, federal, state, and local governments and federal and state health agencies recommend guidelines to mitigate the spread of COVID-19, which include social distancing, washing hands, and prohibition of the congregation of groups of people. The California Department of Public Health has designated COVID-19 as a "Communicable Disease."

In consideration of being permitted to participate in any way in a SMUSD activity ("Activity") I, for myself, my personal representative, assigns, heirs, and next of kin:

1) **ACKNOWLEDGE**, agree and represent that I understand the nature of the Activity and that I am qualified, in good health, and in proper physical condition to participate in such Activity. I further agree and warrant that if at any time I believe conditions to be unsafe, I will immediately discontinue further participation in the Activity.

2) **I FULLY UNDERSTAND** that: (a) **ATHLETIC/BAND/CHEER and DANCE ACTIVITIES INVOLVE RISKS AND DANGERS OF SERIOUS INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS, INFECTION OR ILLNESS FROM COMMUNICABLE DISEASES AND DEATH ("Risks")**; (b) these Risks and dangers may be caused by my own actions or inactions, the actions or inactions of others participating in the Activity, the condition in which the Activity takes place, or the negligence of the "RELEASES" named below; (c) there may be **OTHER RISKS AND SOCIAL AND ECONOMIC LOSSES** either not known to me or not readily foreseeable at this time, and **I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES**, I incur as a result of my participation or that of the minor in the Activity.

3) **I HEREBY RELEASE, DISCHARGE, AND COVENANT NOT TO SUE** San Marcos Unified School District (SMUSD), Mission Hills High School (MHHS), and San Marcos High School (SMHS) including the officers, directors, agents, employees and assigns of each, and San Marcos/Mission Hills associations, clubs, coaches, officials, administrators, members, volunteers, participants, and if applicable owners and lessors of premises on which the Activity takes place, and any other party indemnified and held harmless by SMUSD, Mission Hills High School and San Marcos High School (each considered one of the "RELEASES" herein) **FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON MY ACCOUNT CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE 'RELEASES' OR OTHERWISE, INCLUDING NEGLIGENT RESCUE OPERATIONS, NEGLIGENT SECURITY, TRAVEL, AND RECREATIONAL OPERATIONS AND ACTIVITIES.**

4) **I FURTHER AGREE** that if despite this **RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT** I, or anyone on my behalf, makes a claim against any of the Releases, **I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE RELEASES** from any litigation expenses, attorney fees, loss, liability, damage, or cost which may incur as the result of such claim.

5) **AGREEMENT TO PARTICIPATE**: I, or we, grant to the Directors, Assistant, or assigned chaperons of this event to act as guardians/spokesman in granting permission for emergency treatment/hospitalization (including anesthesia) if necessary for my child at the site of a San Marcos High School, Mission Hills High School, and SMUSD event or hospital or other medical facilities. I understand that should a health emergency arise, I will be attempted to be notified, but that if I cannot be reached by phone or text message, such medical treatment as deemed necessary by competent medical personnel is authorized.

6) **INSURANCE**: All athletes are required to have medical insurance.

7) COVID-19 CONTAGIOUS NATURE: I acknowledge the extremely contagious nature of COVID-19 and voluntarily agree to abide by the conditions and safety protocols outlined by SD County and San Marcos Unified School District. I further assume the risk that my athlete, my children, my family members, and I (hereinafter referred to as “my family”) may be exposed to or infected by COVID-19 by our participation and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I voluntarily agree to assume all such risks and accept sole responsibility for any injury or illness to myself, my athlete, and my family that may be experienced or incur as a result of my athlete(s) attendance and/or participation in said Activity. I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL LEGAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT. I INTEND IT TO BE COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW, AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT.

Printed Name of Participant: _____

Participant’s Signature: _____

Date: _____

Phone Number: _____

FOR PARTICIPANTS OF MINORITY AGE (UNDER AGE 18):

I, the minor’s parent/legal guardian, understand the nature of athletic activities and the minor’s experience and capabilities and believe the minor to be qualified, in good health, and in proper physical condition to participate in such activity. I certify 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 spouse, and child/ward, do consent and agree to his/her release provided above for the Released Parties, and myself, my spouse, and child/ward do release and agree to indemnify and hold harmless the Released Parties 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.

Printed Name of Parent/Guardian: _____

Parent/Guardian’s Signature: _____

Date Signed: _____

Phone Number: _____