



DiscNW – COVID-19 Assumption of Risk, Agreement to Participate and Indemnification Agreement

(This is an Important Legal Document: Read Carefully before Signing)

Updated June 25, 2020. For use by all DiscNW youth players.

I understand that 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. I understand that as a result, federal state and local governments and federal and state health organizations recommend social distancing and have, in many locations, prohibited or limited the congregation of groups of people.

I understand that COVID-19 is highly contagious and that it can be spread by asymptomatic (i.e. people who are experiencing no symptoms) carriers. I understand that DiscNW, even where it takes all precautions that a reasonably prudent organization or person would take, cannot prevent COVID-19 infections. I understand that my child's participation in DiscNW Ultimate includes the risk that my child will be infected with COVID-19 and that it includes the risk that my child could spread COVID-19 to others.

I understand that if my child is infected with COVID-19 through participation in DiscNW Ultimate, this may result in personal injury, illness, permanent disability, and death, and that this could occur not just to my child, but to any person who interacts with my child. I understand that the risk of becoming exposed to or infected by COVID-19 at a DiscNW program may result from the actions, omissions, or negligence of myself, my children and others, including, but not limited to DiscNW employees, volunteers, and program participants and their families.

DiscNW has created participation rules specific to the COVID-19 pandemic. By voluntarily participating in DiscNW events, I agree to abide by the participation rules and instruction of DiscNW coaches and staff at DiscNW events, including but not limited to:

- Follow specific drop off and pick up procedures.
- Players must wear masks at any "down time" and when moving between spaces.
- Bags must be placed 6 feet away from other participant gear in their designated space.
- No sharing of personal items. (water bottles, food, sunscreen, jerseys, etc.)
- DO NOT bring a personal disc or other equipment. All will be provided.
- Players must wash their hands upon arrival, once during the morning session, once at lunch, and once during the afternoon session. Washing is preferred over hand sanitizing when possible.
- Players should not enter other field or practice spaces other than their designated practice space.
- Abide by public health recommendations outside of camp hours to limit exposure.

I affirm that I have read the rules for participation to my child and that I and my child understand the rules and agree to abide by them. I and my child understand that if my child fails to follow the

participation rules, DiscNW may take actions including but not limited to sending the child home for the day, dismissing the child from camp and separating the child from other participants in order to mitigate the increased risk of COVID-19 transmission by my child's failure to follow the participation rules.

There is growing evidence that certain medical conditions increase the risk of severe injuries from COVID-19 including but not limited to decreased lung function and other severe symptoms that require hospitalization, permanent disability, and death.

On behalf of my child, I affirm that my child does not have any of the following conditions which may increase risk of severe injuries from COVID-19: Diabetes, Heart Disease, COPD, High Blood Pressure, Auto-immune disorders including but not limited to Lupus, Muscular Sclerosis (MS), HIV/AIDS

ASSUMPTION OF RISK. I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to myself and the marital community including, but not limited to, personal injury, disability, and death, illness, damage, loss, claim, liability or expense of any COVID-19 related kind that I or my family may experience or incur in connection with my child(ren)'s attendance at DiscNW activities. On my behalf, and on behalf of the marital community, I hereby release, covenant not to sue, discharge and hold harmless DiscNW, its employees, agents, board members and representatives, of and from the COVID-19 related claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating to thereto. I understand and agree that this release includes any claims based on the actions, omissions, or negligence of DiscNW, its employees, agents, board members and representatives, whether a COVID-19 infection occurs before, during or after participation in any DiscNW program.

On behalf of my child, myself and my spouse, heirs, personal representatives, assigns, and next of kin, **I INDEMNIFY DISCNW**, its employees, agents, board members and representatives against all claims related to any COVID-19 infection that occurs as a result of my child's participation in any DiscNW Ultimate including not just infections that occur to my child, but that occur through my child to others. **I will reimburse the releasees noted above for all medical expenses, legal costs, attorney fees, court costs and investigative costs incurred as a result of my child's participation in DiscNW Ultimate where that participation results in COVID-19 claims, whether brought by co-participants or non-participants who are exposed to COVID-19 through my child or me.** I understand that to indemnify here means that I am agreeing to protect DiscNW, its employees, agents, board members and representatives against any claims made against them related to my child's spreading of COVID-19, and that this includes but is not limited to attorney fees and defense in their stead.

I HAVE READ AND UNDERSTOOD IN ITS ENTIRETY THIS **COVID-19 Assumption of Risk, Agreement to Participate and Indemnification Agreement**. I realize that I am taking on substantial obligations through my indemnification. I sign this agreement freely and voluntarily without any inducement. I am aware that the **COVID-19 Assumption of Risk, Agreement to Participate and Indemnification Agreement** may not be modified and that my signature below implies agreement with the entire

document as originally written. I understand that if any part of this document is deemed to be void, this will have no effect on the remainder of the document.