



COVID-19 AGREEMENT AND WAIVER OF LIABILITY

Oklahoma Curling Club

The SARS-CoV-2 (the virus that causes COVID-19) has been declared a worldwide pandemic by the World Health Organization ("WHO") and the Centers for Disease Control and Prevention ("CDC"). According to the WHO and CDC, COVID-19 is extremely contagious and is believed to be mainly spread by person-to-person contact, even if a person is asymptomatic. Federal and state health agencies have recommended social distancing and the wearing of masks. It is believed that the risk of becoming infected with COVID-19 may be increased by participating in team sports such as curling. As a result, Oklahoma Curling Club ("OCC") cannot guarantee that you will not become infected with COVID-19 through your voluntary participation in OCC's activities or programs. **As a result, you should not participate in any OCC activity or program if you are sick, have been exposed to anyone that has tested positive for COVID-19 within the last fourteen (14) days, or elect not to assume such risks.**

OCC is resuming curling league play through implementation of reasonable health and safety protocols designed to the protection of all participants, HOWEVER, your exposure or contraction of COVID can NOT be assured. As a result, every OCC participant's cooperation is required in maintaining health and safety protocols. Participation in OCC activities and programs is a risk that each participant must assess for themselves, and if they choose to play, to take the risk of either contracting the virus or transmitting it to others. Any participant who is unable to agree to the terms outlined in this Waiver will not be permitted to participate in OCC's activities or programs.

I, the undersigned participant, hereby acknowledge and agree to the terms outlined in this *COVID-19 Agreement and Waiver of Liability*, both at the time of execution and each and every time I participate in OCC's activities or programs. I hereby agree as follows:

1. I acknowledge that I am choosing to participate in the OCC's activities or programs, including but not limited to curling, and I acknowledge that my participation is neither urgent or necessary, but is completely voluntary on my part.
2. I acknowledge that I am knowingly risking possible exposure to bacteria, viruses, diseases, other contagions associated with COVID-19, and as a result, my participation may inadvertently expose my family, friends, or co-workers to COVID-19.
3. I acknowledge the risks associated with possible exposure to COVID-19, and I agree to assume those risks, including but not limited to: a positive COVID-19 diagnosis, extended quarantine or self-isolation requirements, additional testing

or medical services, intensive care treatment, possible need for intubation/ventilator support, the risk of death and other complications and risks many of which are not currently known at this time.

4. I acknowledge that I agree to follow all recommended health and safety protocols, established by OCC, including but not limited to, wearing of masks, facial coverings and/or a face shield fully covering the nose and mouth, physical distancing of six feet from others, and adhering to recognized hygiene best practices.
5. I acknowledge that OCC is a tenant of Arctic Edge Ice Arena ("Arena") and as such, all OCC participants must also comply with all health and safety procedures established the Arena as a prerequisite to your participation in all OCC activities or programs.
6. I acknowledge that OCC may remove, suspend or cancel my participation in any OCC activity or program, if OCC believes, in its sole discretion, that the participant is no longer in compliance with any of the health and safety protocols or procedures established by OCC or the Arena.
7. I acknowledge that I have executed an *Adult Participant Release* in connection with my registration for OCC league play and such *Release* is separate and distinct from this *COVID-19 Agreement and Waiver of Liability* and both are of full force and effect.
8. This *COVID-19 Agreement and Waiver of Liability* constitutes the sole and entire agreement between OCC and myself with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. If any term or provision of this *COVID-19 Agreement and Waiver of Liability* is held to be invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement and Waiver of Liability or invalidate or render unenforceable such term or provision in any other jurisdiction. This *COVID-19 Agreement and Waiver of Liability* is binding on and shall inure to the benefit of the OCC and me and their respective successors and assigns.
9. **I HEREBY EXPRESSLY AGREE, WAIVE AND RELEASE ANY AND ALL CLAIMS, NOW KNOWN OR HEREAFTER KNOWN, AGAINST OCC, AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AFFILIATES, MEMBERS, SUCCESSORS, AND ASSIGNS (COLLECTIVELY, "RELEASEES"), ARISING OUT OF OR ATTRIBUTABLE TO EXPOSURE TO COVID-19, A POSITIVE COVID-19 DIAGNOSIS, EXTENDED QUARANTINE OR SELF-ISOLATION REQUIREMENTS, ADDITIONAL TESTING OR MEDICAL SERVICES, INTENSIVE CARE TREATMENT, POSSIBLE NEED FOR INTUBATION/VENTILATOR SUPPORT, THE RISK OF DEATH, ILLNESS, AND OTHER COMPLICATIONS AND RISKS AS A RESULT OF MY ATTENDANCE OR PARTICIPATION IN OCC'S ACTIVITIES AND/OR PROGRAMS.**

I acknowledge that I have read this *COVID-19 Agreement and Waiver of Liability* and understand it, that I have executed this agreement voluntarily, and that this agreement is to be binding upon myself, my heirs, spouse, children, parents, guardians, next of kin, executors, administrators and legal or personal representatives.

Signature of Participant

Date