

Assumption of the Risk and Waiver of Liability Relating to Coronavirus/COVID-19

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, local governments and health agencies recommend many precautions, including social distancing, and have, in many locations, prohibited the congregation of groups of people.

Murrieta Valley Unified School District Athletic and Co-Curricular Programs have implemented preventative measures to reduce the spread of COVID-19; however, the Murrieta Valley Unified School District (MVUSD) **cannot guarantee** that you, your child(ren), and those whom you and/or your child(ren) encounter will not become infected with COVID-19. Further, **participating in an athletic or co-curricular training session could increase** your risk, your child(ren)'s risk, and the risk to those whom you and your child(ren) may encounter of contracting COVID-19.

By signing this agreement, I acknowledge the highly contagious nature of COVID-19 and voluntarily assume the risk that my child(ren), those whom I and/or my children encounter, and I may be exposed to or infected by COVID-19 by my child(ren) participating in and athletic or co-curricular training sessions and/or my and/or another responsible adults' visit(s) to athletic and co-curricular training facilities and that such exposure or infection may result in personal injury, illness, permanent disability, and/or death. I understand that the risk of becoming exposed to or infected by COVID-19 at any MVUSD facility may result from the actions, omissions, and/or negligence of myself and others, including, but not limited to MVUSD representatives, including Board members, employees, and agents; volunteers; program participants, their families; and anyone the foregoing individuals may encounter.

I understand that several government entities, including the Centers for Disease Control and Prevention, the California Department of Health, Riverside County Public Health, and others have released and continue to release guidelines designed to prevent the spread of COVID-19 ("Guidelines"). I agree to familiarize myself with all applicable Guidelines, including revisions to those Guidelines as they may be released from time-to-time, and adhere to all Guidelines on behalf of myself, my child(ren), and any responsible adult who acts on my behalf prior to and during my child(ren)'s participation in MVUSD athletic and/or co-curricular activities. I further agree to ensure that my child(ren) is/are properly prepared and equipped to participate in the MVUSD athletic and/or co-curricular activities program in accordance with the Guidelines. For example, I agree to ensure that myself, my child(ren), and responsible adults acting on my behalf shall not visit any MVUSD facilities, and/or any other MVUSD employees, participants, parents, responsible adults, and/or those who the foregoing individuals may encounter if experiencing any COVID-19 symptoms or coming in contact with anyone who has experienced those symptoms

within the timeframe established by appropriate government entities. I understand that MVUSD may offer guidance regarding the Guidelines, but such guidance shall not, in any way, limit my obligation to familiarize myself with and follow any applicable Guidelines as described in this paragraph.

I voluntarily assume all of the foregoing risks and accept sole responsibility for any injury to my child(ren), myself, and/or those whom I and/or my child encounter. For purposes of this Assumption of the Risk and Waiver of Liability Relating to Coronavirus/COVID-19, I understand and agree that the term "injury" is interpreted in its broadest sense possible and includes, but is not limited to, personal injury, disability, death, illness, damage, loss of any kind whatsoever, claim, liability, or expense, of any kind, that I, my child(ren), and/or those whom we encounter may experience or incur in connection with my child(ren)'s participation in MVUSD athletic and/or co-curricular activities, including my and/or another responsible adults' visit(s) to MVUSD campuses ("Claims"). On my behalf, and on behalf of my children, and for any other responsible adult(s) who access MVUSD facilities on my behalf, I hereby forever release, covenant not to sue, discharge, and hold harmless MVUSD; and MVUSD representatives, including Board members, employees, and agents; of and from any and all Claims whatsoever, including any and all liabilities, claims, actions, damages, costs or expenses of any kind whatsoever arising out of or relating thereto. I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of MVUSD; and MVUSD representatives, including Board members, employees, and agents, whether a COVID-19 infection occurs before, during, or after participation in any MVUSD program.

I have read and understand this Assumption of the Risk and Waiver of Liability Relating to Coronavirus/COVID-19 in full and understand and voluntarily agree to all such provisions. I have consulted with counsel of my choosing, or chosen not to do so, in considering the terms of this Assumption of the Risk and Waiver of Liability Relating to Coronavirus/COVID-19. I have the legal capacity to understand and execute this Assumption of the Risk and Waiver of Liability Relating to Coronavirus/COVID-19. If any provision of this Assumption of the Risk and Waiver of Liability Relating to Coronavirus/COVID-19 is found to be void, voidable, or unenforceable, the remaining terms shall remain in full force and effect.

Signature of Parent/Guardian

Date

Print Name of Parent/Guardian

Print Name of Participant