

- Buckeye Volleyball Club Athlete/Staff Requirements and the 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, including individuals without disease symptoms. As a result, federal, state, and local governments and federal and state health agencies recommend social distancing and have, in many locations, prohibited or limited the congregation of groups of people.

The health and well-being of our staff and athletes remains our top priority. In order to minimize the risk of COVID-19 entering our environment and spreading amongst our community, we will only allow staff assigned to work and athletes scheduled to participate to be in our gym at this time.

Buckeye Volleyball Club (hereafter referred to as the “Club”) has put in place numerous preventative measures and enhanced cleaning protocols to reduce the likelihood of spreading COVID-19 in the gym environment; however, the Club cannot guarantee that you or your child(ren) will not become infected with COVID-19. Further, attending sponsored activities at the Club could increase your risk and your child(ren)’s risk of contracting COVID-19.

By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily agree to the participation terms described above and assume the risk that my child(ren) and I may be exposed to or infected by COVID-19 by attending the Club and that such exposure or infection may result in personal injury, illness, permanent disability, and death.

In addition to the foregoing, I also acknowledge that novel coronavirus (“COVID-19”) infections have been confirmed throughout the United States, including cases in the State of Ohio, and within Columbus. I hereby agree, represent, and warrant that I (and/or my son/daughter) (i) am not experiencing any symptoms of COVID-19 as described by the CDC (<https://www.cdc.gov/coronavirus/2019-ncov/about/symptoms.html>), including, without limitation, fever, cough, or shortness of breath, and (ii) do not have a suspected or diagnosed/confirmed case of COVID-19. I also agree that should this change at any time, I will immediately notify the Club.

I understand that the risk of becoming exposed to or infected by COVID-19 at the Club may result from the actions, omissions, or negligence of myself and others, including, but not limited to, Club employees, volunteers, and program participants and their families. I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to my child(ren) or myself (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I or my child(ren) may experience or incur in connection with my child(ren)’s attendance at the Club or participation in Club programming (“Claims”).

I further acknowledge and agree that, due to the nature of how volleyball is played, social distancing of 6 feet per person may not be possible at all times. I fully understand and appreciate both the known and potential dangers of performing this activity, and acknowledge

that, despite Buckeye Volleyball Club's reasonable efforts to mitigate such dangers, this activity may result in exposure to COVID-19, which could result in quarantine requirements, serious illness, disability, and/or death. I agree that, by participating in this contracted engagement, and by accepting the consideration received, I am expressly assuming the risk of such participation for me and/or my son/daughter.

On my behalf, and on behalf of my children, I hereby release, covenant not to sue, discharge, and hold harmless the Club, its employees, agents, and representatives, of and from the Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto.

I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of the Club, its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation in any Club activity.

I HAVE READ AND UNDERSTAND THE FOREGOING RELEASE AND, BY AFFIXING MY SIGNATURE TO IT, SIGNIFY MY CLEAR INTENTION TO BE LEGALLY BOUND TO IT.