

**CAROLINAS CUP TOURNAMENT, USASA, NCASA, SCASA,  
NC FUSION TRIAD, INC AND TRUIST SPORTS PARK  
ADDITIONAL WAIVER RELATED TO COVID-19 VIRUS**

**WHEREAS** the below signed individual is a member of USASA, NCASA and/or SCASA and participant in the CAROLINAS CUP TOURNAMENT (Hereinafter referred to as the Player) in the **USASA / NCASA / SCASA** adult soccer program (Hereinafter referred to as the Tournament); and

**WHEREAS** the Player desires to participate in tournament activities; and

**WHEREAS** Tournament activities had been previously suspended due to the unprecedented complications of exposure to the Covid-19 virus including orders to shut down operations by the Governor of North Carolina, USASA and NCASA; and

**WHEREAS**; the Tournament has been cleared to resume operations subject to the inclusion social distancing and other COVID-19 protocol requirements which are attached as an exhibit to this release and listed on the Tournament website: and

**WHEREAS**; the Player understands that neither the Player, Tournament, USASA, NCASA, SCASA nor (*complex owner*) have any understanding of the potential risks of contracting Covid-19 from participating in Tournament Activities; and

**WHEREAS** Player has already been party to previous waivers of liability to participate in League Activities, and those are still in effect. Player agrees that this waiver will be in addition to the terms of those other waivers.

The Player Agrees as follows:

1. That Player has been warned that participating in Tournament activities will include being in proximity of other persons and equipment touched by other persons and will risk Player to potential exposure to the Covid-19 virus.
2. That while the Tournament has undertaken certain measures to provide a socially distant experience, the Tournament makes no representation that such measures will be effective in protecting Player from exposure to the Covid-19 Virus.
3. That contracting the Covid-19 virus may mean that Player could suffer extreme sickness, injury, harm and even death. That despite these risks that Player still desires to participate in Tournament activities
4. That Player hereby waives, releases and holds harmless CAROLINAS CUP TOURNAMENT, USASA, NCASA, SCASA, NC FUSION TRIAD, INC AND TRUIST SPORTS PARK, their board members, commissioners, officers, directors, employees, agents or representatives from any and all injuries, sickness, personal injury, causes of action, wrongful death, responsibility or damages of any kind related to participation in League activities and exposure to the Covid-19 Virus.
5. That Player acknowledges that participation in Tournament activities is voluntary, and that participation comes with a risk of exposure to Covid-19 and Player knowingly and intentionally assumes such risk as his/her own.
6. That Player will abide by all social distancing rules and measures set forth by the Tournament to help create a safer environment and that such rules may be enforced by any game official or tournament official as they may deem necessary.
7. That failure to abide by all social distancing rules and measures set forth by the Tournament may result in any or all the following measures as the Tournament may see fit at the Tournament's sole discretion:
  - a. Immediate termination or suspension of games or other Tournament activity by Player or Player's Team.
  - b. Termination of Player rights to participation in Tournament activities
  - c. Fines against the Player or his/her team.

By signing on the attached page, the Player agrees to the terms of this entire waiver.

## **WAIVER/RELEASE FOR COMMUNICABLE DISEASES INCLUDING COVID-19**

The undersigned persons, understand that the “severe acute respiratory syndrome coronavirus 2, SARS-COV-2, which is responsible for the novel Coronavirus Disease (also known as COVID-19) respiratory infection and /or any mutation or variation thereof, collectively referred to as “Communicable Diseases” as well as other infectious diseases such as but not limited to MRSA and influenza, have been confirmed throughout the United States.

I am fully aware of the hazards associated with such Communicable Diseases and knowingly and voluntarily assume full responsibility for any and all risk of personal injury, illness or other loss that I may sustain in connection with such Communicable Diseases.

In accordance with the most recent guidance and protocols issued by the World Health Organization (WHO) and the Centers for Disease Control and Prevention (CDC) and the North Carolina Department of Health and Human Service (NCDHHS) for slowing transmission of COVID-19, I understand that the CAROLINAS CUP TOURNAMENT has put in place preventive measures to reduce the spread of COVID -19; however, the CAROLINAS CUP TOURNAMENT, NCASA, SCASA, USASA, NC FUSION TRIAD, INC. and TRUIST SPORTS PARK cannot guarantee that you will not become infected with COVID-19 and/or other infectious diseases. I further acknowledge that it is my responsibility to monitor my health wellness and acknowledge that it is my responsibility to inform the CAROLINAS CUP TOURNAMENT should I, or anyone in my immediate household has had a direct exposure to any person who has a suspected or confirmed case of COVID-19. In addition, I understand and agree that if such exposure occurs, I will not participate in any CAROLINAS CUP TOURNAMENT activities or other related activities for 14 days to minimize exposure to others at the tournament or related events. I also understand that the CAROLINAS CUP TOURNAMENT, NCASA, SCASA, USASA, NC FUSION TRIAD, INC. and TRUIST SPORTS PARK cannot guarantee that I will not become infected with COVID-19 or any other infectious disease.

### **ASSUMPTION OF RISK / WAIVER OF LIABILITY / INDEMNIFICATION AGREEMENT**

In consideration of being allowed to participate in the CAROLINAS CUP TOURNAMENT and related events and activities, the undersigned acknowledges, appreciates, and agrees that:

1. Participation includes possible exposure to and illness from infectious diseases including but not limited to MRSA, influenza, and COVID-19. While particular rules and personal discipline may reduce this risk, the risk of serious illness and death does exist; and,
2. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my participation; and,
3. I willingly agree to comply with the stated and customary terms and conditions for participation as regards to protection against infectious diseases. If, however, I observe any unusual and/or significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest official immediately; and, I, for myself and on behalf of my heirs, assigns, beneficiaries, executors, administrators, personal representatives and next of kin, HEREBY RELEASE, HOLD HARMLESS, AND FOREVER DISCHARGE the CAROLINAS CUP TOURNAMENT, NCASA, SCASA, USASA, NC FUSION TRIAD, INC, TRUIST SPORTS PARK, their officers, directors, officials, agents, representatives and/or employees, other participants, sponsoring agencies, sponsors, advertisers, and if applicable, owners and lessors of premises used to conduct the event (“RELEASEES”), from any and all claims, demands, suits, causes of action, losses, and liability of any kind whatsoever, whether in law or equity, arising out of or related TO ANY AND ALL ILLNESS, DISABILITY, DEATH, OR OTHER LOSS OR DAMAGES to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF RELEASEES OR OTHERWISE, to the fullest extent permitted by law.

I agree that this Agreement is intended to be as broad and inclusive as is permitted by the laws of the State of North Carolina, and if any portion hereof is held invalid, it is agreed that the remainder shall continue in full legal force and effect.

**I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.**

Printed Name of Team Captain: \_\_\_\_\_

Team Captain signature: \_\_\_\_\_

Date signed: \_\_\_\_\_

**SIGNATURE PAGE FOR THE WAIVER/RELEASE FOR COMMUNICABLE DISEASES INCLUDING COVID-19**

Printed Names of Team Members	Signatures of Team Members	Date signed
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____
6. _____	_____	_____
7. _____	_____	_____
8. _____	_____	_____
9. _____	_____	_____
10. _____	_____	_____
11. _____	_____	_____
12. _____	_____	_____
13. _____	_____	_____
14. _____	_____	_____
15. _____	_____	_____
16. _____	_____	_____
17. _____	_____	_____
18. _____	_____	_____
19. _____	_____	_____
20. _____	_____	_____
21. _____	_____	_____
22. _____	_____	_____