



Assumption of Risk, COVID-19 Waiver and Release of Liability

A waiver is required for anyone entering the facility, including but not limited to parents, siblings, spectators.

One (1) waiver per person. If filling out for a minor, waiver is valid for the minor and parent/guardian filling it out.

If filling out as a trainer/coach, put your name as the Participants Name also.

Team / Group / Trainers / Reservation Name: _____

Participants Name: _____

Birth Date: _____

Gender: _____

Address: _____

Medical Conditions (list any that apply, if there are none the put "None")

list any allergies, medical, physical and/or emotional conditions that we should know about

Parent/Guardian Name: _____

Relationship to Participant(s): _____

Parent/Guardian Phone: _____

Parent/Guardian Email: _____

Assumption of Risk, COVID-19 Waiver and Release of Liability

Due to the outbreak of the novel Coronavirus (COVID-19), Quartz Sports Facility is taking extra precautions with the care of every participant and client to include health history review and enhanced sanitation/disinfection procedures in accordance with the California Department of Health guidance.

Symptoms of COVID-19 include:		Look for emergency warning signs for COVID-19. If someone is showing any of these signs, seek emergency medical care immediately:
● Cough		● Trouble breathing
● Shortness of breath or difficulty breathing		● Persistent pain or pressure in the chest
● Fever		● New confusion
● Chills		● Inability to wake or stay awake
● Muscle pain		● Blush lips or face
● Sore throat		
● New loss of taste or smell		

By clicking the checkbox, you Agree, you agree to the following statements:

I understand the above symptoms and affirm that I, as well as all household members, do not currently have, nor have experienced the symptoms listed above WITHIN THE LAST 14 DAYS.

I affirm that I, as well as all household members, have not been diagnosed with COVID-19 WITHIN THE PAST 30 DAYS.

I affirm that I, as well as all household members, have not knowingly been exposed to anyone diagnosed with COVID-19 WITHIN THE PAST 30 DAYS.

I affirm that I, as well as all household members, have not traveled outside of the country, or to any city considered to be a "hot spot" for COVID-19 infections WITHIN THE PAST 30 DAYS.

I understand that 2Quartz LLC cannot be held liable for any exposure to the COVID-19 virus caused by misinformation on this form or the health history provided by each client.

I understand that failure to comply with these written instructions, posted instructions located on the facility property or verbal instructions from staff and employees may result in my removal from the premises.

I understand that I must notify Quartz Sports Facility if there is a change or update to the conditions of any of these statements or if I, as well as household members, have been exposed to or diagnosed with COVID-19.

Quartz Sports Facility is following these enhanced procedures to prevent the spread of COVID-19:

- Requiring all individuals (participants, spectators, parents, guardians, employees, and staff) to utilize either surgical masks or improvised masks such as scarves, bandanas, and handkerchiefs to reduce the risk of exposure to yourself or others.
- Requiring a minimum distance of six feet between all individuals throughout the facility.
- Requiring each participant to wash or sanitize hands upon arrival and before leaving.
- Requiring employees to thoroughly clean hands and wear gloves.
- Frequently and thoroughly cleaning all regularly touched surfaces with disinfectant before, after and during use according to the manufacturer's directions.

In consideration of being allowed to participate in the personal fitness training activities and programs/sports programs of 2Quartz LLC and to use its facilities, equipment and services, in addition to the payment of any fees or charges, I do hereby waive, release 2Quartz LLC, consultant instructors, its officers, agents, employees, representatives, executors and all others acting on their behalf from any and all claims or liabilities for injuries or damages to my person and or property, including those caused by negligent act or omission of any of those mentioned or others acting on their behalf, arising out of or connected with my participation in any activities, programs or services of 2Quartz LLC or the use of any equipment at various sites, provided by 2Quartz LLC or its consultant(s)/instructor(s).

I have been informed of, understand and am aware that strength, flexibility, aerobic exercise and sports programs including the use of equipment, are a potentially hazardous activity. I also have been informed of, understand and am aware that fitness activities involve a risk of injury, including a remote risk of death or serious disability, and that I am voluntarily participating in these activities and using equipment and machinery with full knowledge, understanding and appreciation of the dangers involved. I hereby agree to expressly assume and accept any and all risks of injury or death.

I do hereby further declare myself to be physically sound and suffering from no condition, impairment, disease, infirmity or other illness that would prevent my participation in these activities or use of equipment or machinery. I do hereby acknowledge that I have been informed of the need for a physician's approval for my participation in the exercise activities, programs and use of exercise equipment. I also acknowledge that it has been recommended that I have a yearly or more frequent physical examination and consultation with my physician as to physical activity, exercise, use of exercise equipment and sports programs. I acknowledge that I have had a physical examination and have been given my physicians permission to participate or I have decided to participate in the exercise activities; programs and use of equipment without the approval of my physician and do hereby assume all responsibility for my participation in said activities programs and use of equipment.

I understand that 2Quartz LLC providing and maintaining an exercise/fitness/sports program for me does not constitute an acknowledgement, representation or indication of my physiological well-being or a medical opinion related thereto.

This agreement is ongoing and has no expiration date. I/we acknowledge and agree that 2Quartz LLC reserves the right to terminate participation at any time.

The undersigned, including player/participant, release 2Quartz LLC, its members, coaching staff, volunteers, and all activity coordinators from any and all liability for any injury or loss sustained by the player/participant and/or any person(s) related to or affiliated with player/participant while participating in/with 2Quartz LLC. This includes but is not limited to 2Quartz LLC sponsored events, training, practices, clinics, camps, scrimmage games, league games, tournament games, events sponsored by organizations other than 2Quartz LLC, emergency/medical expenses, and traveling to and from such events.

I hereby give my full permission for the use of my name, picture, image, video, likeness, actions, voice, or other personally identifiable information, in whole or in part, individually or in conjunction with other images, captured by any means as part of my participation in any 2Quartz LLC and/or an affiliate event. I waive all rights of privacy or compensation, which I may have in connection with such use of my name, picture, image, video, likeness, actions, voice or other personally identifiable information, to be used by 2Quartz LLC and/or its affiliates and/or sponsors for promotional purposes in any media whatsoever.

This agreement is ongoing and has no expiration date. The signing of this release of liability shall be considered as a waiver and indemnifies all of the above of any and all claims for any such injury or loss. The undersigned acknowledges and agrees to all of the above and understands that 2Quartz LLC reserves the right to terminate participation at any time. Event(s)Clinics, Camps, Practices, Scrimmages, Training, Leagues, Tournaments, etc.

AGREEMENT TO ABIDE BY SAFETY PROTOCOLS AND NOTIFICATION REQUIREMENTS

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, and local governments and federal and state health agencies recommend social distancing and have, in many locations, prohibited the congregation of groups of people. Quartz has put in place preventative measures to reduce the spread of COVID-19; however, Quartz cannot guarantee that you or your child(ren) will not become infected with COVID-19. Further, attending Quartz could increase your risk and your child(ren)'s risk of contracting COVID-19.

ASSUMPTION OF RISK: By entering these doors, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that my child(ren) and I may be exposed to or infected by COVID-19 by attending Quartz and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 at Quartz may result from the actions, omissions, or negligence of myself and others, including, but not limited to, Quartz employees, volunteers, and program participants and their families.

NOTIFICATION REQUIREMENTS: As a condition for being allowed to enter into and use 2Quartz LLC Facilities, I agree that if I, or my child(ren), receive a positive COVID-19 diagnosis, I will promptly notify 2Quartz LLC management. I consent to allowing 2Quartz LLC representatives to notify employees and other users of the facilities that another user of the facility tested positive for COVID-19, without identifying me by name.

CHOICE OF LAW: I understand and agree that the law of the State of California will apply to this assumption of risk, waiver and release. This assumption of risk, waiver and release contained herein shall be binding upon the undersigned and inure to the benefit of the released parties, and the officers, principals, legal representatives, assigns, members and successors in interest of each of them. If any provision hereof is found by a court of competent jurisdiction to be unenforceable or invalid the remaining provisions shall be unaffected and remain enforceable to the full extent of the law.

This Assumption of Risk, Waiver and Release is entered into at Carson, California pursuant to the laws of the State of California and is intended to be valid and enforceable in the State of California to the greatest extent allowed by law.

I HAVE READ THIS WAIVER OF LIABILITY, RELEASE AND INDEMNITY AGREEMENT AND ASSUMPTION OF THE RISK AND FULLY UNDERSTAND ITS TERMS. I EXPRESSLY ACKNOWLEDGE THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE TO ME. I INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

USE OF EQUIPMENT WAIVER

In consideration of my use of the exercise equipment and facilities provided by 2Quartz LLC ("Quartz"), I expressly agree and contract, on behalf of myself, my heirs, executors, administrators, successors and assigns, that Quartz and its insurers, employees, officers, directors, and associates, shall not be liable for any damages arising from personal injuries (including death) sustained by me, or my guest in, on, or about the premises, or as a result of the use of the equipment or facilities, regardless of whether such injuries result, in whole or in part, from the negligence of Quartz.

By the execution of this agreement, I accept and assume full responsibility for any and all injuries, damages (both economic and non-economic), and losses of any type, which may occur to me or my guest, and I hereby fully and forever release and discharge Quartz, its insurers, employees, officers, directors, and associates, from any and all claims, demands, damages, rights of action, or causes of action, present or future, whether the same be known or unknown, anticipated, or unanticipated, resulting from or arising out the use of said equipment and facilities.

I expressly agree to indemnify and hold Quartz harmless against any and all claims, demands, damages, rights of action, or causes of action, of any person or entity, that may arise from injuries or damages sustained by me or my guest.

I agree to be solely responsible for safety and well being of my guest and myself. I understand that Quartz does not provide supervision, instruction, or assistance for the use of the facilities and equipment.

I agree to comply with all rules imposed by Quartz regarding the use of the facilities and equipment. I agree to conduct myself in a controlled and reasonable manner at all times, and to refrain from using any equipment in a manner inconsistent with its intended design and purpose.

I understand and acknowledge that the use of exercise equipment involves risk of serious injury, including permanent disability and death.

I understand and agree that Quartz is not responsible for property that is lost, stolen, or damaged while in, on, or about the premises.

I understand and agree that my use of the facilities and equipment is only to be undertaken on my own personal time, and that my use of the facilities and equipment is not within the course or scope of my employment.

I HAVE READ THE FOREGOING WAIVER AND RELEASE OF LIABILITY AND VOLUNTARILY EXECUTED THIS DOCUMENT WITH FULL KNOWLEDGE OF ITS CONTENT.

By checking below, you are consenting to the use of your electronic signature in lieu of an original signature on paper. You have the right to request that you sign a paper copy instead. By checking here, you are waiving that right. After consent, you may, upon written request to us, obtain a paper copy of an electronic record. No fee will be charged for such copy and no special hardware or software is required to view it. Your agreement to use an electronic signature with us for any documents will continue until such time as you notify us in writing that you no longer wish to use an electronic signature. There is no penalty for withdrawing your consent. You should always make sure that we have a current email address in order to contact you regarding any changes, if necessary.