



# **Athlete's Waiver and Release of Liability, Assumption of Risk and Indemnity Agreement**

**(Read Carefully Before Signing)**

**Updated February 26, 2021**

Dear Athlete and if Athlete is a minor, Parent/Guardian,

The State of California recently announced that effective February 26, 2021, moderate-contact and high-contact youth, and adult recreational sports may resume, including competitions, if permitted by local health authorities and if in compliance with both Los Angeles County and State requirements for these sports.

\_\_\_\_\_ El Segundo Girls Lacrosse \_\_\_\_\_  
(hereafter "Team") is taking reasonable measures to prevent the spread of COVID-19 infection, including tracking/tracing, and following applicable state and County public health orders and protocols. However, the possibility of transmission cannot be eliminated. Athletes and their families must be aware of and acknowledge the risks before participating in athletics.

**By initialing and signing this Agreement, you acknowledge, accept, and agree to all the following (Athlete and, if the Athlete is a minor, Parent/Guardian Must Initial and Sign):**

1. Participation in athletics is purely voluntary.

Parent Initial: \_\_\_\_\_

Athlete Initial: \_\_\_\_\_

2. Youth Athlete has permission to participate in athletic meetings, practices, and competitions as directed by the coaching staff.

Parent Initial: \_\_\_\_\_

Athlete Initial: \_\_\_\_\_

3. Neither the Athlete nor Parent/Guardian will attend meetings, practice and/or competitions if any of the following apply:

- a) The Athlete or any member of their household is exhibiting one symptom(s) of COVID-19 first appear within the last 10 days: fever (at or over 100.4°F or 38°C) or chills, cough, shortness of breath or difficulty breathing, feeling tired, muscle or body aches, headache, sore throat, nausea or vomiting, diarrhea, congestion or runny nose, or new

loss of taste or smell. The Athlete or Parent/Guardian, if the Athlete is a minor, will check Athlete's temperature at home prior to attending meetings, practices, and/or competitions; and Athlete will not attend if their temperature is at or over 100.4°F or 38°C.

- b) The Athlete or any member of their household has been diagnosed with COVID-19 or has a suspected diagnosis of COVID-19 or pending COVID test.
- c) The Athlete or any member of their household has spent time with another individual who has been diagnosed with COVID-19 or has a suspected diagnosis of COVID-19.
- d) The Athlete or any member of their household is currently under isolation or quarantine orders.

Parent Initial: \_\_\_\_\_

Athlete Initial: \_\_\_\_\_

- 4. If the Athlete tests positive for COVID-19 or has been identified as being exposed to an individual that has tested positive for COVID-19, the Athlete or Parent/Guardian, if the Athlete is a minor, agrees to immediately inform Team Officials and acknowledges that the Team Officials must contact the Los Angeles County Department of Public Health (LACDPH) to provide information regarding the confirmed positive test, including Athlete's name and contact information. I consent to the Team providing such information to LACDPH or any other the administrative body as required by law. I agree to willingly cooperate with any contact tracing that is deemed necessary by the Team Officials and / or LACDPH.

Parent Initial: \_\_\_\_\_

Athlete Initial: \_\_\_\_\_

- 5. We are aware that the Athlete may be exposed to COVID-19 while participating in or attending meetings, practices and/or competitions. We understand that this exposure carries a risk of infection, serious illness, or death for both the athlete and their household members.

Parent Initial: \_\_\_\_\_

Athlete Initial: \_\_\_\_\_

- 6. We acknowledge Team, the Governor, State Department of Health, LACDPH, or other administrative body with authority over Team may determine to cancel a competition or the season at any time. We also acknowledge Team must comply with any mandates issued by any entity with the authority over athletics and agree to comply with any such directives even if issued after signature to this agreement.

Parent Initial: \_\_\_\_\_

Athlete Initial: \_\_\_\_\_

7. Athlete and Parent/Guardian, if the Athlete is a minor, is/are aware that practices, games, spectating, and/or transportation will look different than prior years, including the need for physical distancing and the correct and consistent use of face masks. We agree to comply with the direction provided by the coaching staff and acknowledge that the failure to do so may result in the Athlete being refused participation at practice, competitions, and/or the entire sport season.

Parent Initial: \_\_\_\_\_

Athlete Initial: \_\_\_\_\_

8. I further agree and understand that my voluntary participation in this youth sports activity (hereafter "activity") exposes me to the risk of personal injury, death, infection, communicable diseases, illnesses, viruses, or property damage, whether such risks are known or unknown. I hereby acknowledge that I am voluntarily participating in this activity and agree to assume any such risks.

Parent Initial: \_\_\_\_\_

Athlete Initial: \_\_\_\_\_

By signing below, I hereby release, discharge and agree not to sue the City of El Segundo, its officers, officials, employees, agents and volunteers (collectively, "the City") for any injury, death or damage to or loss of personal property arising out of, or in connection with, my participation in the activity from whatever cause, including the active or passive negligence of the City or any other participants in the activity. The parties to this Agreement understand that this document is not intended to release any party from any act or omission of "gross negligence," as that term is used in applicable case law and/or statutory provision.

In consideration for being permitted to participate in the activity, I hereby agree, for myself, my heirs, administrators, executors and assigns, that I shall indemnify and hold harmless the City from any and all claims, demands actions or suits arising out of or in connection with my participation in the activity.

I further understand and agree that:

- An inherent risk of exposure to COVID-19 exists in any public space where people are present. COVID-19 is a highly contagious disease that can lead to severe illness and death.
- The activity may be of hazardous, strenuous, and/or physical in nature.

- Participation in the activity may occasionally result in injury, death or property damage.
- I will make good any loss or damage or cost the City may have to pay if any litigation arises because of any claim made by said minors or by anyone on said minor's behalf.
- The City does not provide accident, medical, liability, worker's compensation insurance, or any other insurance for participants in the activity.
- If said minor requires medical or surgical treatments while under the supervision of said City personnel in connection with the program, activity, event or class, such City personnel may authorize treatment. I will pay all medical, hospital, or other expenses which I or my minor children may incur as a result of such treatment.
- I understand City staff may photograph or videotape me and/or my minor children and the City may use such photographs or videotapes to promote City programs and classes. I expressly allow, and hereby waive any objection to, the City's photographing and/or videotaping of me and/or my minor children when I and/or my minor children are participating in a City recreation program. I understand all photos and videotapes will remain the property of the City of El Segundo.
- While participating in any activity, I and my minor children will always abide by the City's Code of Conduct (copies posted and available at Recreation facilities) and any applicable federal, state, L.A. County and City laws, orders and regulations.

I HAVE READ THE ABOVE WAIVER AND RELEASE OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT AND UNDERSTAND ITS TERMS FULLY. I UNDERSTAND I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND SIGN FREELY AND VOLUNTARILY OF MY OWN VOLITION.

Signature of Athlete: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name of Athlete: \_\_\_\_\_

Emergency Contact Name and Phone Number: \_\_\_\_\_

Team Name/Age Group \_\_\_\_\_

**If Athlete is under the age of 18, the minor's parent or legal guardian must also sign:**

I am the parent or legal guardian of the above-referenced Athlete. I have read and I understand the provisions of this document, and I consent to the Athlete taking part in the activities at the El Segundo Recreation and Parks facilities, and I fully enter into and agree to the above Waiver and Release of Liability, Assumption of Risk and Indemnity Agreement.

Signature of Parent or Guardian: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name of Parent or Guardian: \_\_\_\_\_