

# **SLO Town Track Club**

## **Participant Consent, Assumption of Risk and Waiver of Liability**

Name of Athlete: \_\_\_\_\_ Date of Birth \_\_\_\_\_

Print Name of Parent/Guardian: \_\_\_\_\_

Parent/Guardian Cell Phone: \_\_\_\_\_ Home Phone: \_\_\_\_\_

Parent/Guardian Email(s): \_\_\_\_\_

Emergency Contact: \_\_\_\_\_ Phone: \_\_\_\_\_

In consideration of Athlete being able to participate with the SLO Town Track Club ("SLOTTC") in any way, including clinics, camps, practices, meets or other activities (collectively, "Events") I, the undersigned parent or legal guardian of the above-named Athlete, a minor, AGREE on behalf of myself, Player and our heirs, assigns and next of kin:

1. **CONSENT.** I authorize each of the coaches, team parents, and/or other employees, officials or volunteers of SLOTTC to act as my agent in the capacity of activity supervisors and vehicle drivers. **I authorize each of them as well as the above-identified Emergency Contact to consent to medical, surgical or dental examination and/or treatment of the Athlete.** I consent to SLOTTC to taking photographs, video recordings, and/or sound recordings of the Player and myself in documenting the activities of SLOTTC's programs. I grant SLOTTC permission to use the negatives, prints, motion pictures, video/audio tapings, or any other reproduction of the same for SLOTTC educational and promotional purposes in manuals, on flyers, on the world wide web, or in other publications.

2. **ASSUMPTION OF RISK.** I acknowledge that participation in Events, necessarily involves travel, play in adverse field conditions, contact with considerable force, and risk of severe, permanent physical injury including, bruises, scrapes, strains, sprained or torn muscles, tendons or ligaments, broken bones, dislocation of joints, concussion, brain damage, nerve and spinal cord injury, paralysis and death. **I WILLINGLY AND VOLUNTARILY ASSUME ALL SUCH RISKS.**

3. **RELEASE OF LIABILITY. I HEREBY RELEASE, DISCHARGE AND AGREE TO HOLD HARMLESS,** to the fullest extent permitted by law, SLOTTC, its athletes, employees, directors, volunteers, officials, sponsors and other representatives and any and all owners, lessors, lessees or other persons or entities allowing, permitting or authorizing the use of fields and facilities by SLOTTC (including, San Luis Obispo Unified School District and Cal Poly SLO and the City of SLO), clubs (including USATF and AAU) and the agents, employees, officers and directors of those entities ("RELEASEES") from any and all claims, demands, costs, expenses and compensation arising out of or in any way related to an injury or other damage that may result to Athlete or to members of my family or my household or individuals I invite or for whom I am otherwise responsible while participating in or present at any of the Events, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.

**4. 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 reported to be extremely contagious. The state of medical knowledge is evolving, but the virus is believed to spread from person-to-person contact and/or by contact with contaminated surfaces and objects, and even possibly in the air. People reportedly can be infected and show no symptoms and therefore spread the disease. The exact methods of spread and contraction are unknown, and there is no known treatment, cure, or vaccine for COVID-19. Evidence has shown that COVID-19 can cause serious and potentially life-threatening illness and even death.

**SLOTTC cannot prevent you [or your child(ren)] from becoming exposed to, contracting, or spreading COVID-19 while utilizing SLOTTC's services or premises. It is not possible to prevent against the presence of the disease. Therefore, if you choose to utilize SLOTTC's services you may be exposing yourself [or your child(ren)] to and/or increasing your risk of contracting or spreading COVID-19.**

**ASSUMPTION OF RISK: I have read and understand the above warning concerning COVID-19. I** hereby choose to accept the risk of contracting COVID-19 for myself and/or my children in order to utilize SLOTTC's services.

**WAIVER OF LAWSUIT/LIABILITY: I hereby forever release and waive my right to bring suit against SLOTTC and its owners, officers, directors, managers, officials, trustees, agents, employees, or other representatives in connection with exposure, infection, and/or spread of COVID-19 related to utilizing SLOTTC's services.** I understand that this waiver means I give up my right to bring any claims including for personal injuries, death, disease or property losses, or any other loss, including but not limited to claims of negligence and give up any claim I may have to seek damages, whether known or unknown, foreseen or unforeseen.

**CHOICE OF LAW: I understand and agree that the law of the State of California will apply to this contract. I HAVE CAREFULLY READ AND FULLY UNDERSTAND ALL PROVISIONS OF THIS RELEASE, AND FREELY AND KNOWINGLY ASSUME THE RISK AND WAIVE MY RIGHTS CONCERNING LIABILITY AS DESCRIBED ABOVE.**

If any portion of this Consent, Assumption of Risk and Waiver of Liability is deemed to be invalid, the remainder will continue in full legal force and effect.

**Parent/Guardian Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_