



RELEASE AND WAIVER FROM LIABILITY FORM

Important: Release and Waiver From Liability Form must be completed and signed before participation in activities begins. Please read this document carefully before you sign.

Name: _____ Email: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: (Home) _____ (Mobile) _____ (Business) _____

If the participant is a minor, this Release and Waiver From Liability Form must also be signed by an authorized parent or guardian.

Name of Parent/Guardian: _____

Address: _____

City: _____ State: _____ Zip: _____

Phone: (Home) _____ (Mobile) _____ (Business) _____

Event Name: _____

Location/Venue: _____

ACTIVITIES: Inclusive of all activities involved in the student-athletes summer program. _____

I desire to participate and engage in the Activities identified above ("**Activities**") related to OneOC and/or **Athletes for Life (Project Name)**, a fiscal project of OneOC (jointly and severally, shall be referred to herein as "**OneOC.**") I hereby freely, voluntarily, with full understanding of the meaning of this **Release and Waiver From Liability Form ("Release")**, and without duress execute this Release under the following terms:

1. **Execution.** This Release is executed on this _____ ("**Effective Date**") for the reliance and benefit of OneOC. In consideration for obtaining permission from OneOC to participate in the Activities, I hereby, on behalf of myself and my heirs, assigns, executors, and administrators, release and forever discharge and agree to hold harmless OneOC, its successors and assigns, and its officers, directors, employees, agents, volunteers, or other representatives ("**OneOC Releasees**") from all liability, claims, demands, and/or causes of action of whatever kind or nature, either in law or in equity, including, without limitation, for injuries sustained to my person and/or property, that arise or may arise from the Activities with OneOC.

I UNDERSTAND THAT THIS RELEASE FULLY DISCHARGES OneOC FROM ANY LIABILITY OR CLAIM THAT I MAY HAVE AGAINST OneOC WITH RESPECT TO ANY PHYSICAL, PSYCHOLOGICAL, OR PERSONAL INJURY, ILLNESS, DEATH, PROPERTY DAMAGE, OR ECONOMIC OR EMOTIONAL LOSS THAT MAY RESULT FROM ACTIVITIES WITH OneOC, INCLUDING ANY SUCH LOSS CAUSED BY THE NEGLIGENCE OF OneOC OR ANY THIRD-PARTY CHARITIES, OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS OR OTHERWISE INVOLVED IN THE ACTIVITIES. I ALSO UNDERSTAND THAT OneOC DOES NOT ASSUME ANY RESPONSIBILITY FOR OR OBLIGATION TO PROVIDE FINANCIAL ASSISTANCE OR OTHER



ASSISTANCE, INCLUDING BUT NOT LIMITED TO MEDICAL, HEALTH, OR DISABILITY INSURANCE, OR ANY ASSISTANCE IN THE EVENT OF INJURY OR ILLNESS.

2. **Medical Treatment.** I release and forever discharge OneOC from any and all claims which arise from or relate to any first-aid treatment or other medical services rendered to or for my benefit in connection with an emergency during my participation in or in connection with the Project.

3. **Assumption of Risk.** I understand that the Activities may involve work or may expose me to inherently dangerous activities that may be hazardous to me. I understand that injuries or outcomes may arise from my own or other's actions, inaction, or negligence; conditions related to travel; or conditions of the Activities' locations. Nonetheless, I assume all related risks, both known or unknown to me, of my participation in the Activities, including travel to, from, and during the Activities. I hereby expressly and specifically assume all risks, both known and unknown, to any injury, harm, property damage, death or loss arising from or related to participation in or in connection with these activities, as well as all other activities of the Project, and release OneOC from all liability for injury, illness, death, or property damage resulting from the Activities as set forth above, in Paragraph 1.

4. **Insurance.** I understand that, except as otherwise agreed to by OneOC in writing, OneOC does not or may not carry or maintain health, medical, or disability insurance coverage for any participant, and I am expected and encouraged to obtain my own medical or health insurance coverage.

5. **Photographic Release and Intellectual Property Rights.** I hereby give OneOC the absolute right to photograph, interview, film, quote, and copyright and/or publish the pertinent materials in which I am included in whole or in part for printed materials, advertising, public information, or any other lawful purpose. I grant and convey unto OneOC all right, title, and interest, including all copyrights, in any and all photographic images and all writings or video or audio recordings made or created, in whole or in part, by me as part of my participation in or in connection with the Program. I waive any right that I may have to inspect and/or approve the finished product or the copy that may be used in connection therewith, or the use to which it may be applied. I release, discharge, and agree to save the above mentioned from any liability by virtue of any blurring, distortion, alteration, optical illusion of use in composite form whether intentional or otherwise, that may occur or be produced in the making of said pictures, or in any processing tending towards the completions of the finished project. I understand that I will not receive any compensation from OneOC regardless of how OneOC uses the media. I hereby release and discharge OneOC from, and agree to hold and save OneOC harmless from, any claims, demands, or liabilities arising out of or in connection with the use of the media or other uses provided for herein, including all claims for defamation, invasion of privacy, invasion of right of publicity, copyright infringement, or arising out of or in connection with any blurring, distortion, alteration, optical illusion of use in composite form whether intentional or otherwise, that may occur or be produced in the making of said pictures, or in any processing tending towards the completions of the finished project.

6. **Indemnity.** I agree to indemnify and hold harmless OneOC from and against any Claims and legal fees related thereto which are caused by, arise from, or relate to my actions or omissions, including, but not limited to, negligence, misdeeds, or violation of law.

7. **COVID 19 Acknowledgment.** I acknowledge that I am aware of the COVID-19 Pandemic and regulations promulgated by the Centers for Disease Control and Prevention ("CDC") related to the spread of COVID-19 or "novel coronavirus" or any strain thereof. I further acknowledge that additional laws, orders, rules, and regulations related to COVID-19 may be issued, enacted, or promulgated by federal, state, and local governmental authorities that may impose further restrictions in addition to those set forth herein ("Governmental Restrictions"). I acknowledge the contagious nature of COVID-19 and that the CDC and many other public health authorities recommend practicing social distancing. I agree to follow all social distancing guidelines, will implement contact avoidance, wear personal protective equipment ("PPE") at all times while onsite at the Premises (defined below), and to adhere to strict clean hygiene practices, including but not limited to, frequent handwashing, wherever and whenever possible according to current CDC, and any Governmental Restrictions. I further acknowledge I agree to follow preventative measures and protocols to reduce the spread of COVID-19 put in place by OneOC; however, OneOC cannot guarantee that I will not become infected with COVID-19. I understand that the risk of becoming exposed to and/or infected by COVID-19 may result from the actions, omissions, or negligence of myself and others, including but not limited to, OneOC's staff and vendors. I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to my myself or my family including, but not limited to, personal injury, disability, death, illness, damage, loss, claim, liability, or expense, of any kind, that I or my family may experience or incur in connection with my onsite presence at OneOC's premises. I attest that:



- I am not experiencing any symptom of illness such as cough, shortness of breath or difficulty breathing, fever, chills, repeated shaking with chills, muscle or body aches, headache, sore throat, new loss of taste or smell, runny nose or congestion, nausea or vomiting, diarrhea, pain or pressure in the chest, new confusion, inability to wake or stay awake or bluish lips or face.
- I am not currently afflicted with and have not knowingly, within the last 14 days, been in contact with someone diagnosed with, or otherwise tested positive for, COVID-19, or someone exhibiting any of the symptoms of COVID-19 (with symptoms as reflected in current COVID-19 CDC guidance or as informed by my or such other individual's healthcare provider)
- I have not returned from travel, either domestically or internationally, in which any federal, state, or local public health officials recommend or mandate a 14-day quarantine.
- I understand that persons may be afflicted with COVID-19 and: (i) not exhibit symptoms, (ii) not be aware that they are afflicted, or (iii) may not voluntarily agree to disclose their condition.
- After the date this waiver is signed, and prior to any re-entry to the Premises or within 14 days of my last onsite presence at the Premises (whichever comes first), I will inform OneOC if there is a change in (i) my health condition as represented above or (ii) my knowledge, that in either case potentially puts others at risk or contradicts any of the attestations I have made in the preceding paragraphs. I further agree that, to the extent permitted by applicable law, OneOC may disclose such health condition to others who may have been on the Premises. Such disclosure may include my name or other personal identifying information if such information would reasonably assist individuals to ascertain whether they were in proximity to me while I was on the Premises.

I hereby forever release and waive my right to bring suit against OneOC and the OneOC Releasees in connection with exposure to, infection with, and/or spread of COVID-19 related to my onsite presence at the Premises. I understand that this release and waiver means I give up my right to bring any and all claims against the OneOC Releasees for any personal injury, disability, death, illness, damage, loss, claim, liability or expense of any kind that are within the scope of this release and waiver, including but not limited to claims of negligence, and I also give up any claim I may have to seek damages, whether known or unknown, foreseen or unforeseen, that are within the scope of this release and waiver. I further acknowledge and waive any right that I may have under any statute, rule, regulation, or common law principle that would limit the effect of this waiver to those claims actually known or suspected to exist at the time of this waiver, including, without limitation, California Civil Code Section 1542, which provides as follows:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

I further agree to indemnify, defend, and hold harmless the OneOC Releasees from and against any and all claims or actions by third parties and any related liabilities, losses, damages, fines, judgment, settlements, and expenses (including, but not limited to, legal fees and expenses for counsel selected by the OneOC Releasees) arising or resulting from my willful conduct or negligence with respect to a failure to comply with any applicable COVID-19 guidelines or regulations.

8. **Transportation Services.** I hereby consent to OneOC providing transportation services to me or my minor child, and I agree to assume all risk and legal liability related thereto. I hereby waive and release all claims for injuries, damages, or loss which I or my minor child might sustain as a result of said services, including but not limited to, vehicle operations and boarding and exiting the vehicle. I recognize and acknowledge that OneOC is neither a common carrier nor in the business of providing transportation services to the public. I further recognize and acknowledge that there are certain risks of physical injury to vehicle passengers, and I voluntarily agree to assume the full risk of any injuries, damages or loss, regardless of severity, that I or my minor child may sustain as a result of participating in any and all activities connected with or associated with receiving transportation services, including, but not limited to, injuries, damages and loss arising out of negligent operation or supervision of the vehicle. I further agree to waive and relinquish all claims I or my minor child may have (or accrue to me or my minor child) against OneOC and the OneOC Releasees. I do hereby fully release and forever discharge OneOC and the OneOC Releasees from any and all claims for injuries, damages, or loss that I may have, or which may accrue to me or my minor child and arising out of, connected with, or in any way associated with said transportation services.



9. **Participant Driving Personal Vehicles in Support of Activities.** I hereby confirm, represent, and warrant the following has been provided to OneOC prior to using my personal vehicle in support of Activities. Additionally, I hereby confirm, represent, and warrant that a) I have complied with the following conditions; b) OneOC will be notified immediately of any changes to the following conditions; and c) I will not use my personal vehicle in support of Activities until OneOC has confirmed receipt.

- a. My Personal Auto Policy will be Primary Coverage in the event of an accident.
- b. I carry Liability Insurance of \$250,000 Combined Single Limit for Bodily Injury & Property Damage in the event of a loss.
- c. I provided OneOC with a copy of the Insurance Declaration Page from my Personal Auto Insurance to verify coverage, and I will submit information to OneOC of any cancellation of my primary insurance prior to using my personal vehicle in support of Activities.
- d. I provided OneOC with a Certificate of Insurance naming OneOC as an additional insured issued by my Personal Auto Insurance carrier.
- e. I provided OneOC with a current, acceptable motor vehicle report (MVR).
- f. I hereby confirm, represent, and warrant that I am not covered for Physical Damage for my own Personal Auto in the event of a loss under OneOC coverage.

10. **Representations and Warranties.** I hereby confirm, represent, and warrant that (a) I am eighteen (18) years of age or older (unless the signature of my parent or guardian appears below); (b) I have never been convicted of or charged with a violent crime, child abuse or neglect, child pornography, child abduction, kidnapping, rape, or any sexual offense; (c) I have never been ordered by a court to receive psychiatric or psychological treatment in connection therewith; (d) I have read all of this Agreement; (e) I am signing it freely; (f) no representations concerning the legal effect of this Agreement have been made to me aside from the language contained in this Agreement; and (g) I understand that I will not receive any wages, pay, or other compensation from OneOC or any organizations or other persons for whom I provide services or engage in the Activities in connection with this agreement.

11. **Confidential Information.** I may perform services for OneOC which may require OneOC to disclose confidential and proprietary information ("Confidential Information") to me. (Confidential Information is any information of any kind, nature, or description concerning any matters affecting or relating to Volunteer's services for OneOC, the business or operations of OneOC, and/or the products, drawings, plans, processes, or other data of OneOC). Accordingly, to protect the OneOC Confidential Information that will be disclosed to me, I agree as follows.

A) I will hold the Confidential Information received from OneOC in strict confidence and shall exercise a reasonable degree of care to prevent disclosure to others; B) I will not disclose or divulge either directly or indirectly the Confidential Information to others unless first authorized to do so in writing by OneOC; C) I will not reproduce the Confidential Information nor use this information commercially or for any purpose other than the performance of his/her duties for OneOC; D) I will, upon the request or upon end of his/her relationship with OneOC, deliver to OneOC any drawings, notes, documents, equipment, and materials received from OneOC or originating from its activities for OneOC; E) OneOC shall have the sole right to determine the treatment of any information that is part or project specific received from me, including the right to keep the same as a trade secret, to use and disclose the same without prior patent applications, to file copyright registrations in its own name or to follow any other procedure as OneOC may deem appropriate; and F) OneOC reserves the right to take disciplinary action, up to and including termination for violations of this agreement. I represent and warrant that I am not under any preexisting obligations inconsistent with the provisions of this Release. Signing below signifies that the I agree to these terms and conditions..

12. **Other Provisions.** I expressly agree that this Release is intended to be as broad and inclusive as permitted by the laws of the State of Utah and, further, to be consistent with the provisions and limitations of Utah § 13-8-1, and that this Release shall be governed by and interpreted in accordance with the laws of the State of Utah. I also agree that in the event that any clause or provision of this Release is held invalid or unenforceable by any court of competent jurisdiction, I will continue to be bound by the remaining terms. I understand the legal consequences of signing this document, including (a) releasing OneOC from all liability, (b) promising not to sue OneOC, (c) and assuming all risks of participating in the Activities, including travel to, from, and during the Activity. I agree that the sole and exclusive venue for the litigation of any matter concerning this Release or its interpretation, or any liability for Claims, etc. set forth above, however so presented, pled, or formulated, shall be either The Supreme Court of Utah or The United States District Court for the District of Utah. I irrevocably waive my right to trial by jury and consent to trial by judge. Without limiting my intent that this Release fully discharges OneOC, in the event that any judge shall



determine that any part of this Release is not effective to accomplish this purpose, I limit my right of recovery to actual damages only, waiving any right to indirect or consequential damages, the recovery of loss of income, and punitive or exemplary damages. If and to the extent that my minor children participate with the Project, I similarly release OneOC from any of the claims set forth above which my children may have against OneOC from or related to their participation in the Project and indemnify OneOC against Claims arising from their actions or omissions.

13. **Review by Attorney.** I acknowledge that I have been informed and that I understand that this Release is a legally binding instrument which I am providing for the reliance of OneOC, which have a right to rely on this Release. I further acknowledge that I have been advised that I have the right to have this Release reviewed by an attorney before I sign it. By signing this Release, I acknowledge that I fully understand the meaning of this Release and all implications.

I HAVE CAREFULLY READ AND FULLY UNDERSTAND ALL PROVISIONS OF THIS RELEASE; I FREELY AND KNOWINGLY ASSUME THE RISKS DESCRIBED HEREIN; I FURTHER ACKNOWLEDGE THAT I HAVE THE RIGHT TO CONSULT WITH ANYONE OF MY CHOOSING – INCLUDING, BUT NOT LIMITED TO, AN ATTORNEY AND MY HEALTH CARE PROVIDER(S) – WITH RESPECT TO THE TERMS OF THIS WAIVER AND RELEASE AND OTHER PROVISIONS OF THIS DOCUMENT BEFORE ACCEPTING ITS TERMS AND SIGNING; AND I WAIVE AND RELEASE MY RIGHTS CONCERNING LIABILITY AND DAMAGES AS DESCRIBED ABOVE.

IN WITNESS WHEREOF, I have executed this Release as of the Effective Date.

Signature of Volunteer: _____ Date: _____

Emergency Contact: _____ Phone: _____

Medical Conditions: _____

For Volunteers under the age of 18, the consent of a parent or guardian is required:

By executing this document, I hereby provide this consent on behalf of the above-named minor and hereby represent and warrant that I am the parent or guardian of such minor:

Signature of Parent/Guardian: _____ Date: _____

Name of Parent/Guardian: _____

OneOC USE ONLY. Project Director completes the information below and is responsible for maintaining all forms on file. Please contact OneOC at (714) 953-5757 if you have any questions.

Name of Fiscal Project: Athletes for Life

OneOC Dept #: 2391