



**ASSUMPTION OF THE RISK, WAIVER OF LIABILITY AND
INDEMNIFICATION AGREEMENT RELATING TO CORONAVIRUS/COVID-19**

The severe acute respiratory syndrome coronavirus 2, SAR-CoV-2 (“coronavirus”), causes the illness COVID-19 which has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely dangerous and the coronavirus is extremely contagious and believed to be spread from person to person contact. As a result, federal, state and local governments and health agencies recommend established guidelines to reduce the risk of spreading the coronavirus.

These include requiring social distancing and, in many locations, prohibiting the congregation of large groups of people. These guidelines are for the safety of the public and should be followed. Notwithstanding recommendations and guidelines by these entities, it must be understood that the coronavirus and COVID-19 are continuing threats to the health and lives of the citizens of Hawai‘i.

Jammers Volleyball Club Hawai‘i, have put in place preventative measures to reduce the spread of COVID-19. However, it is understood that the organization cannot guarantee that you or your child(ren) will not come into contact with or become infected by the coronavirus. Your mere physical presence at club activities of the organization could increase your risk and your child(ren)’s risk of becoming infected by the coronavirus and developing COVID-19.

By signing this agreement, I _____ (Parent/Guardian), on behalf of myself and my minor child(ren) identified below, acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that my child(ren) and/or I may be exposed to or infected by the coronavirus by attending or participating in club activities and that such exposure may result in personal injury, illness, permanent disability or death. Notwithstanding the risk of infection, my minor child(ren) and I wish to voluntarily participate in volleyball activities offered by the Jammers Volleyball Club.

Further, I, and on behalf of my minor child(ren) identified below, state and agree as follows:

1. The volleyball activities offered by the Jammers Volleyball Club include, without limitation, practices and other training, volleyball matches, team activities and possibly travel for matches to facilities which are not under the control of the Jammers Volleyball Club. I understand that although the Jammers Volleyball Club has taken precautions to provide proper organization, supervision, instruction and equipment for the volleyball activities, it is impossible for the Jammers Volleyball Club to guarantee absolute safety from infection by the coronavirus.
2. I understand that the risk of becoming exposed to or infected by the coronavirus, and the risk of developing COVID-19 through participation in the volleyball activities includes the risk arising out of or related to the actions, omissions, or negligence of myself and others including, but not limited to, the Jammers Volleyball Club and their respective directors, officers, employees, agents, and representatives.

3. I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury or harm to myself or my minor child(ren) including, but not limited to, personal injury, disability, death, and illness, including developing COVID-19; and any damage, loss, claim, liability, or expense, of any kind, that I may experience or incur, arising out of, caused by, or in any way related to exposure to the coronavirus or COVID-19 through participation in any of the volleyball activities.

4. I hereby release, waive, covenant not to sue, discharge, and hold harmless the Jammers Volleyball Club and their respective directors, officers, employees, agents, and representatives of and from any and all liabilities, claims, actions, damages, costs or expenses of any kind arising out of, caused by or relating or in any way related to exposure to the coronavirus or COVID-19 through participation in any of the volleyball activities (the "Released Claims"). I understand and agree that this release and waiver of claims includes any claims based on the actions, omissions, or negligence of the Jammers Volleyball Club and their respective directors, officers, employees, agents, and representatives, whether a coronavirus infection occurs before, during, or after participation in any of the volleyball activities.

5. I agree to protect, defend, indemnify and hold harmless the Jammers Volleyball Club and their respective directors, officers, employees, agents, and representatives regarding any of the Released Claims, and shall be liable to pay attorneys' fees and costs incurred by the Jammers Volleyball Club or any of the foregoing persons mentioned in this paragraph, in the event that I pursue, or any person claiming to act on my behalf or on behalf of my minor child(ren) pursues, any demand, claim or legal action based upon or in away related to the Released Claims.

6. Continuing Assumption of Risk, Waiver of Liability, and Indemnification Agreement: I understand that this agreement shall be binding upon me and my children for however long at least one of my children participates in any activity with Jammers Volleyball Club, its officers, and its staff.

Date: _____

Signature of Parent/Guardian _____

Print Name of Parent/Guardian _____

PRINT THE NAME(S) OF THE MINOR CHILD(REN) FOR WHOM YOU ARE SIGNING THIS ASSUMPTION OF THE RISK, WAIVER OF LIABILITY, RELEASE AND INDEMNIFICATION AGREEMENT

1. _____ 2. _____

3. _____ 4. _____

