

PVWPC ASSUMPTION AND ACKNOWLEDGMENT OF RISKS AND RELEASE OF LIABILITY AGREEMENT – COVID-19

ASSUMPTION AND ACKNOWLEDGMENT OF RISKS AND RELEASE OF LIABILITY AGREEMENT

THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS, PLEASE READ CAREFULLY.

FOR ANY PARTICIPANT WHO IS NOT YET 18 YEARS OLD, THESE TERMS AND CONDITIONS MUST BE READ AND ACCEPTED BY THE LEGAL GUARDIAN OF THE PARTICIPANT.

In consideration of being allowed to participate Palos Verdes Water Polo Club's ("PVWPC") athletics/sports, games, tournaments, travel to games and tournaments, related events and activities (including non-athletic activities), in dry land training events and activities, ocean swimming events and activities, and pool events and activities, I/we, the undersigned, acknowledge, appreciate, and agree that:

1. As with any sport training activity, I/we understand and acknowledge that there exists the risk of injury and illness; in addition, there is currently a virus known as COVID 19 that resulted in the City and County of Los Angeles, and the State of California, issuing certain guidelines intended to reduce the risk of infection and the spread of the virus; and
2. I/we acknowledge that as a condition of participating in any training activities, I must be registered with USA Water Polo and I (or my legal guardian) has read, understood and signed the USA Water Polo COVID-19 Release and Waiver. I further acknowledge that as a condition of participating in any training activities, I willingly agree to comply with the stated and customary terms and conditions for participation; and
3. I/we **KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS OF PARTICIPATING IN TRAINING ACTIVITIES, BOTH KNOWN AND UNKNOWN, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERS, INCLUDING ALL RISKS ASSOCIATED WITH COVID-19 AND THE RISK OF INFECTION AND SPREAD OF THE VIRUS AND ASSUME FULL RESPONSIBILITY FOR MY PARTICIPATION; AND**

4. I/we, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE, INDEMNIFY, AND AGREE TO DEFEND AND HOLD HARMLESS PVWPC its Affiliates, and their officers, directors, Board of Directors, officials, coaches, agents and/or employees, (“Releasees”), WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, OR LOSS OR DAMAGE TO PERSON OR PROPERTY, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, INCLUDING ALL DAMAGES ASSOCIATED WITH COVID-19 AND THE INFECTION AND SPREAD OF THE VIRUS TO THE FULLEST EXTENT PERMITTED BY LAW.

I/WE HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

FOR PARENTS/GUARDIANS OF PARTICIPANTS OF MINORITY AGE
(UNDER AGE 18 AT TIME OF REGISTRATION)

This is to certify that I/we, as parent(s)/guardian(s) with legal responsibility for this participant, do consent and agree to his/her release as provided above of all the Releasees, and, for myself, my heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the Releasees from any and all liabilities incident to my minor player's involvement or participation in these activities as provided above, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES, to the fullest extent permitted by law.