

**WAIVER, RELEASE AND INDEMNIFICATION AGREEMENT**  
**and**  
**COVID-19 NOTICE OF DISCLOSURE OF PROTECTED HEALTH INFORMATION**

**PLEASE READ THIS LEGAL DOCUMENT CAREFULLY. THIS DOCUMENT IS A WAIVER OF LIABILITY AND WAIVER OF CERTAIN LEGAL RIGHTS.**

In consideration of being permitted to participate in practices with the Berkeley High School Ultimate (frisbee) team and all activities related to such practices (“**Activities**”), as supported and facilitated by, and offered under the auspices of, Berkeley High Coup Ultimate (“**BHCU**”), I agree as follows:

1. I understand the serious and substantial health and related risks (“**Health Risks**”) from exposure to the novel coronavirus (“**COVID-19**”) and I am familiar with Centers for Disease Control and Prevention, California Department of Public Health and City of Berkeley Health Department (“**CoB PHD**;” collectively “**Public Health Authorities**”) guidelines regarding COVID-19 (“**Health Guidelines**”). I acknowledge and understand that Public Health Authorities’ understanding of, and the conditions related to, COVID-19 are frequently changing and that, accordingly, the Health Guidelines are regularly modified and updated, and I accept full responsibility for familiarizing myself with the most recent updates.
2. I understand that BHCU is taking reasonable precautions to protect participants from exposure to COVID-19, but that the risk of contracting the virus during participation in the Activities exists despite such reasonable precautions.
3. **Although I recognize and acknowledge the risk of exposure to, and the Health Risks associated with, COVID-19 from my participation in the Activities, I nevertheless voluntarily choose to participate in the Activities.**
4. If I or someone living in the same household contract COVID-19, have symptoms associated with the virus or come in contact with an infected person, either before, during or after participating in the Activities, I will not participate in the Activities until such time as I provide BHCU with documentation signed by a licensed medical professional that my condition does not present a risk to others present at or participating in the Activities, or to my own health. In addition, I immediately will notify BHCU and provide to BHCU any and all information I am aware of concerning my condition, symptoms, or contact with another household member with symptoms or an infected person, or another household member’s contact with an infected person, and other persons with whom I did, or may have, come into contact while participating in the Activities.
5. I authorize BHCU to notify the CoB PHD and to provide the CoB PHD the information that I provide to BHCU pursuant to Paragraph 4, immediately above. I understand that BHCU will take all reasonable steps to keep my identity private, but if it becomes necessary for BHCU to disclose my identity and health status with respect to COVID-19 to those I came in contact with or other health authorities, I consent to such disclosure, and I agree that such information would not be protected under state and/or federal privacy laws or regulations
6. For my safety and the safety of others, I acknowledge my responsibility to comply, and I agree to comply honestly and faithfully, with any and all stated and customary rules, directions, procedures and protocols for protection against COVID-19 provided to me by BHCU, its volunteers and agents, in relation to my participation in the Activities; including, but not limited to, providing proof that I am fully vaccinated against COVID-19, as the phrase “fully vaccinated” now and in the future may be defined by Public Health Authorities. I further agree that if I observe an unsafe situation during my participation in the Activities, I

promptly will report my observations to the nearest adult associated with the Activities, and I promptly will stop participating in the Activities.

7. I understand and acknowledge that participation in the Activities involves **inherent risks, dangers, and hazards of exposure to, and from, COVID-19**, and that my participation in the Activities **may result in injury or illness that could cause serious and permanent disability or death. I expressly and voluntarily assume all risks arising from my participation in the Activities, whether or not described herein, known or unknown, inherent or otherwise.**
8. For myself and on behalf of my heirs, assigns, subrogors, executors or other personal representatives, and next of kin, **I hereby release and forever discharge** BHCUC, its directors, officers, officials, agents, as well as volunteers and other participants in the Activities (each a **“Released Party”**) from any and all **liability, claims, causes of action, damages, costs, and expenses (“Claims”)** including, but not limited to, personal injury, property damage or wrongful death arising out of my participation in the Activities, whether based in **negligence, contract, strict liability or other bases**, whether such claims are known or unknown to me at the time I sign this Waiver, and **whether caused in whole or in part by the negligent acts or omissions of a Released Party. I agree to waive my right to bring any and all such Claims against any Released Party, and to defend, indemnify and hold harmless a Released Party** from and against any Claims **arising out of or relating to my participation in the Activities.** This waiver and release shall be governed in accordance with the laws of California, and any dispute in relation hereto will be subject to the exclusive jurisdiction and venue of the courts of California sitting in the County of Alameda.
9. **I hereby expressly waive and relinquish any and all rights** and benefits to which I may be **afforded by Section 1542 of the California Civil Code** 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 CERTIFY THAT I AM OF LEGAL AGE AND HAVE THE RIGHT TO CONTRACT IN MY OWN NAME, AND I HAVE READ, UNDERSTAND AND AGREE TO THE TERMS OF THE ABOVE WAIVER, RELEASE AND INDEMNIFICATION AGREEMENT. I ACKNOWLEDGE THAT I HAVE VOLUNTARILY SIGNED THIS DOCUMENT AND THAT MY SIGNING CONSTITUTES A RELEASE OF VALUABLE RIGHTS, AND THAT I HAVE THE RIGHT TO RECEIVE A COPY OF THIS FORM.

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Signature of Participant

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Date

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Printed Name of Participant

[The signature block above to be executed by participants 18 and older; the signature block on the next page to be executed by parents/guardians for participants under age 18.]

[To Be Executed By Parents/Guardians For Participants Under Age 18 At The Time This Document Is Submitted.]

I CERTIFY THAT I AM OF LEGAL AGE, THAT I AM THE PARENT/LEGAL GUARDIAN OF THE PARTICIPANT NAMED BELOW AND THAT I AM LEGALLY RESPONSIBLE FOR HIM/HER. I FURTHER CERTIFY THAT I HAVE READ AND I UNDERSTAND THE ABOVE WAIVER, RELEASE AND INDEMNIFICATION AGREEMENT, AND I HAVE EXPLAINED THE PROVISIONS OF THIS WAIVER/RELEASE/INDEMNIFICATION AGREEMENT TO THE PARTICIPANT, INCLUDING THE RISK OF EXPOSURE TO, AND THE HEALTH RISKS ASSOCIATED WITH, COVID-19 FROM HIS/HER PARTICIPATION IN THE ACTIVITIES. I ALSO HAVE EXPLAINED TO THE PARTICIPANT HIS/HER PERSONAL RESPONSIBILITY FOR COMPLYING WITH ALL STATED AND CUSTOMARY RULES, DIRECTIONS, PROCEDURES AND PROTOCOLS FOR PROTECTION AGAINST EXPOSURE TO COVID-19. BY SIGNING BELOW, I HEREBY CONSENT TO THE PARTICIPANT NAMED BELOW PARTICIPATING IN THE ACTIVITIES, AND ON HIS/HER BEHALF, I AGREE TO THE TERMS OF THE ABOVE WAIVER, RELEASE AND INDEMNIFICATION AGREEMENT. I ACKNOWLEDGE THAT I HAVE VOLUNTARILY SIGNED THIS DOCUMENT AND THAT MY SIGNING CONSTITUTES A RELEASE OF VALUABLE RIGHTS, AND THAT I HAVE THE RIGHT TO RECEIVE A COPY OF THIS FORM.

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Name of Participant

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Signature of Parent/Legal Guardian

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Date

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Printed Name of Parent/Legal Guardian