

Release of Liability and Assumption of Risk Agreement Relating to Coronavirus/COVID-19 and Return to Competition Recitals

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. As a result, federal, state, and local governments and federal and state health agencies recommend physical distancing and have, in many locations, prohibited the congregation of groups of people.

LSE BRANDS LLC (aka “Club” or “Contra Costa FC” or CCFC” or “Atletico East Bay” or “Club” or “AEB”) has put in place preventive measures to reduce the spread of COVID-19; however, the Club cannot guarantee that you, your child(ren), or guests will not become infected with COVID-19. Further, participating in the Club athletic program and related events and activities could increase your risk and your child(ren)’s risk of contracting COVID-19.

Agreement

By signing the digital waiver agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that my child(ren), guests, and I may be exposed to or infected by COVID-19 by participating in the Club athletic program and related events and activities, and that such exposure or infection may result in personal injury, illness, permanent disability, and/or death. I understand that the risk of becoming exposed to or infected by COVID-19 by participating in the Club athletic program and related events and activities may result from the actions, omissions, or negligence of myself and others, including, but not limited to, Club employees, volunteers, directors, and program participants and their families.

I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to my child(ren) or myself (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I or my child(ren) or guest may experience or incur in connection with attendance at the Club and/or participation in Club athletic program and related events and activities (“Claims”). On my behalf, and on behalf of my children, I hereby release, covenant not to sue, discharge, and hold harmless the Club, its officers, employees, agents, and representatives, of and from the Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of the Club, its officers, employees, agents, and representatives, whether a COVID- 19 infection occurs before, during, or after participation in any Club program.

RETURN TO COMPETITION UPDATED March 13, 2021

GENERAL REQUIREMENT FOR ALL SPORTS

1. Health Screening: Parents must screen their own child for signs and symptoms of possible illness. All individuals should measure their body temperature (to ensure their temperature is below 100.4) prior to participating in any team activity. Anyone showing symptoms of fever, cough or worsening respiratory symptoms, or has had any known exposure to COVID-19 should not attend any sports activity until cleared by a medical professional.

- o Upon arrival, all players and coaches will be screened for symptoms and have their temperature taken and recorded. *We encourage temperature checks and health screenings at the field prior to participation.

- o Any participant or coach that exhibits any viral symptoms or has a temperature of 100.4 degrees or higher will not be allowed onto the fields for practice, trainings, and/or competitions. *To be regulated by each organization.

- o If there is a confirmed case of COVID 19, all parents will be notified by their team administrator. The City of Orinda will be notified by the rental organization of a COVID-19 case to allow for proper sanitization and facility cleaning.

2. Face coverings / Physical Distancing: Face coverings (masks) must be worn by all participants when not participating in the activity (e.g., on the sidelines); however, it is strongly encouraged that face coverings be worn by participants during practice and competition, even during heavy exertion, as tolerated.

- o Face coverings to be worn by coaches, support staff, and observers at all times and in compliance with the CDPH Guidance for the Use of Face Coverings.

- o No sharing of drink bottles and personal items.

- o Mixing with other households prior to and post any practice or competition must strictly adhere to current gathering guidance.

- o Associated indoor activities for the team (e.g., dinners, team parties) are prohibited if engaged in competition given evidence that transmission is more likely to occur in these indoor higher risk settings.

- o Maintain at least six feet of distance between sport participants and others to maximum extent possible, including when on the sidelines.

3. Observers / Spectators: Observers must maintain at least 6 feet from non-household members.

- o Limit observation of youth sports (age 18 years and under) to immediate household members, and for the strict purpose of age appropriate supervision. This includes observation of practice and competition.

4. Tournament Limitations: Teams must not participate in out-of-state games and tournaments.

5. Limitations for Inter-Team Competitions and Tournaments: Inter-team competitions, meets, races, or similar events are permitted to occur only if (a) both teams are located in the same county, or (b) teams are located in immediately bordering counties (e.g., Alameda County).

- o Organizations must notify and receive approval from Local Health Departments for any cross

county competitions within their jurisdiction. The Health Departments reserve the right under their own discretion to deny the competition at any time in their jurisdiction. Teams participating in cross county competitions will follow the more stringent rules if the participating teams are coming from counties that may be at different case rate thresholds.

- o Organizations must also notify the City of Orinda of any plans for Inter-county competitions.
- o No tournaments or events that involve more than two teams to be permitted.
- o Only one competition, per team, per day maximum to be played.

Symptoms COVID-19

I agree that if I have any of the symptoms below I will not attend any Club event.

- Fever or chills
- Cough
- Shortness of breath or difficulty breathing
- Fatigue
- Muscle or body aches
- Headache
- New loss of taste or smell
- Sore throat
- Congestion or runny nose
- Nausea or vomiting
- Diarrhea

I HAVE READ THIS RELEASE OF LIABILITY, PROTOCOLS 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.

Name of participant: _____Digital Waiver Agreement_____

Participant signature: _____Digital Waiver Agreement_____

Date signed: _Digital Waiver Agreement_____

Age: __Digital Waiver Agreement_ DOB_Digital Waiver Agreement_____

FOR PARTICIPANTS OF MINORITY AGE (UNDER AGE 18 AT THE TIME OF
REGISTRATION)

This is to certify that I, as parent/guardian, with legal responsibility for this participant, have read and explained the provisions in this waiver/release to my child/ward including the risks of presence and participation and his/her personal responsibilities for adhering to the rules and regulations for protection against communicable diseases. Furthermore, my child/ward understands and accepts these risks and responsibilities. I for myself, my spouse, and child/ward do consent and agree to his/her release provided above for all the Releasees and myself, my spouse, and child/ward do release and agree to indemnify and hold harmless the Releasees for any and all liabilities incident to my minor child's/ward's presence or participation in these activities as provided above, EVEN IF ARISING FROM THEIR NEGLIGENCE, to the fullest extent provided by law.

Name of parent/guardian: _____Digital Waiver Agreement_____

Parent guardian/signature: _____Digital Waiver Agreement_____

Date signed: _____Digital Waiver Agreement_____