

BY ENTERING THIS FACILITY, YOU ARE AGREEING TO THE FOLLOWING:

**RELEASE AND WAIVER:** In consideration of my desire to use, today and on all future dates, the property, facilities, staff, equipment and services of Spike Frog Volleyball, ("SFV"), I, for myself, my heirs, personal representatives or assigns, do hereby forever release, waive, discharge, hold harmless, and covenant not to sue SFV, their respective successors and assigns, and their respective directors, officers, employees, contractors, and agents ("RELEASED PARTIES") from any and all liability, claims and demands which I or my heirs, assigns, next of kin, or legal representatives may have or which may ever accrue with respect to any bodily injury, personal injury, illness, exposure or potential exposure to the COVID-19 (Coronavirus), death or property damage which arise or may hereinafter arise from or is in any way related to Activities, ("Activities" is defined as participation in classes, on teams, activities with staff, observation, and use of the RELEASED PARTIES' staff, facilities, premises and equipment), with any of the Released Parties, WHETHER CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE, FAULT, OR OTHER MISCONDUCT, OTHER THAN INTENTIONAL OR GROSSLY NEGLIGENT CONDUCT, OF ANY OF THE RELEASED PARTIES.

**Assumption of Risks:** I understand that this use of RELEASED PARTIES' leased property, leased facilities, staff, equipment, and/or services carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. RELEASED PARTIES lease facilities that also may provide for activities such as social events, community outreach, clinics, classes, camps, and day care. Some of these involve situations, environments, or activities that may lead to illness, physical injuries, and psychological stress or damaging catastrophic injuries including paralysis and death.

- I acknowledge and understand that it is my personal responsibility to make good decisions and not to participate in any Activities if I am in any of the high-risk categories as identified by the Center for Disease Control and Prevention ("CDC") to contract and become ill, and potentially seriously ill, from COVID-19, or to spread the coronavirus to others. I understand and acknowledge that it is my personal responsibility to make good decisions and not to participate in any Activities if I have been ill or have any of the symptoms of COVID-19 or have recently traveled to any of the countries identified by the CDC now or in the future as Level 3 or to areas of the United States where there has been Community Spread. I understand and acknowledge that SFV and their representatives have the right to ask me to leave any Activities if they have a good faith belief that I am in violation of this Agreement or they believe I may be jeopardizing the health or safety of others.

- I also acknowledge and understand that the Governor of Texas has issued Executive Order No. GA-18 that social gatherings and in-person contact with people who are not in my household should be minimized, due to the substantial risks to the public, and that I will abide by such Order until it is no longer in effect.

**I have read the previous paragraphs and I know, understand, and appreciate these and other risks that are inherent in the activities made possible by RELEASED PARTIES. I hereby assert that my participation is voluntary and that I knowingly assume all such risks and release the RELEASED PARTIES from all liability for any loss, cost, expense, injury, illness, death or property damage resulting directly or indirectly from the activities. \***

Athlete Name (First and Last): \_\_\_\_\_

Parent/Guardian Name (First and Last): \_\_\_\_\_

Parents/Guardian Signature: \_\_\_\_\_ Date: \_\_\_\_\_