

Event Participants and those Attending Requirements and the Assumption of the Risk and Waiver of Liability Relating to Coronavirus/COVID-19

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, including individuals without disease symptoms. As a result, federal, state, local governments and health agencies recommend wearing masks and proactive social distancing.

The health and well-being of our staff, athletes and those attending our events remains our top priority. In order to minimize the risk of COVID-19 entering our environment and spreading among our community, we will only allow staff assigned to work the event, athletes and coaches scheduled to compete in the event and valid event pass holders. Depending on event capacity restrictions, event attendance may be restricted.

Foster Volleyball Clinics, Inc., (hereafter referred to as the “Event Host”) has put in place numerous preventative measures and enhanced cleaning protocols to reduce the likelihood of spreading COVID-19 in the event facility; however, the Event Host cannot guarantee that you or your child(ren) will not become infected with COVID-19. Further, attending sponsored activities at the Event could increase your risk and your child(ren)’s risk of contracting COVID-19.

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By purchasing and using your event pass to enter the event facility, you acknowledge the contagious nature of COVID-19 and voluntarily agree to the participation terms described above and assume the risk that your and/or your child(ren) may be exposed to or infected by COVID-19 by attending the event and that such exposure or infection may result in personal injury, illness, permanent disability, and death.
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You understand that the risk of becoming exposed to or infected by COVID-19 at the event may result from the actions, omissions, or negligence of myself and others, including, but not limited to, Event Host employees, volunteers, and program participants and their families. You voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to yourself or your child(ren) (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that your or your child(ren) may experience or incur in connection with my child(ren)'s attendance at the event or participation in the event ("Claims").

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On your behalf, and on behalf of your children, you hereby release, covenant not to sue, discharge, and hold harmless the Event Host, its 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.

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You understand and agree that this release includes any Claims based on the actions, omissions, or negligence of the Event, its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation in any Event activity.

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YOU ACKNOWLEDGE VOLUNTARILY PARTICIPATING IN THE AFOREMENTIONED ACTIVITY AND YOU ARE PARTICIPATING IN THE ACTIVITY ENTIRELY AT YOUR OWN RISK. YOU ARE AWARE OF THE RISKS ASSOCIATED WITH PARTICIPATING IN THIS ACTIVITY, WHICH MAY INCLUDE, BUT ARE NOT LIMITED TO, PHYSICAL OR PSYCHOLOGICAL INJURY, PAIN, SUFFERING, ILLNESS, DISFIGUREMENT, TEMPORARY OR PSYCHOLOGICAL INJURY, PAIN, SUFFERING, ILLNESS, TEMPORARY OR PERMANENT DISABILITY (INCLUDING PARALYSIS), ECONOMIC OR EMOTIONAL LOSS, AND DEATH. YOU UNDERSTAND THAT

THESE INJURIES OR OUTCOMES MAY ARISE FROM YOUR OWN OR OTHERS NEGLIGENCE, OR THE CONDITION OF THE ACTIVITY LOCATION(S). NONETHELESS, YOU ASSUME ALL RELATED RISKS BOTH KNOWN OR UNKNOWN TO YOURSELF, OF YOUR ATTENDANCE OR PARTICIPATION IN THIS ACTIVITY

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You acknowledge that this Activity may involve a test of a person's physical and mental limits and may carry with it the potential for death, serious injury, and property loss. The risks may include, but are not limited to, those caused by terrain, facilities, temperature, weather, lack of hydration, condition of participants, equipment, vehicular traffic, and actions of others, including but not limited to, participants, volunteers, spectators, coaches, event officials and event monitors, and/or producers of the event.