

Amador Tennis Club & Junior Team Tennis COVID WAIVER

Student Participant(s) named in this registration desires to participate in Amador Tennis Club Junior Team Tennis League ("JTT").

I, Parent/Guardian/Student 18 or older, for myself and my child(ren), understand and agree as follows regarding risks associated with COVID 19 pandemic:

1. Voluntary Participation: I voluntarily elect for myself as a volunteer and/or my child to participate in JTT and use shared equipment on an ongoing basis. I voluntarily elect for my child participant to receive tennis instruction and training from volunteer coaches. I understand that if I do not feel it is safe or appropriate to continue in-person JTT, the parent of the student participant will be allowed to remove their child from the JTT program. No refund will be provided.

I understand that participants and their family members who either have pre-existing medical conditions that place the child and their family members at higher risk of infection, or those who do not want to risk contracting COVID-19, should refrain from participating in JTT at this time.

2. Acknowledgment of Risk COVID-19: I warrant that I am fully aware of the inherent risks of infection from the COVID 19 virus and pandemic, among other communicable diseases, in all public spaces, and particularly in recreational facilities such as those used by the instructor. I understand that use of the private or public courts, or other premises and locations, and participation in athletic activities (including tennis) may result in an increased risk of exposure to COVID 19 because of, among other things, the sharing of equipment, close contact with other individuals during athletic activities, and the prevalence of high touch surfaces inherently associated with the activities, the increased respiration and emission of respiratory droplets associated with physical exertion, the use of water bottles and other personal use objects, and the inherent and natural interaction and sharing behaviors of students.

I understand that COVID 19 is considered a highly contagious virus that may have serious health consequences that could result in prolonged hospitalization, permanent injury, and even death, and the potential spread to other individuals, including other household members, and I acknowledge that such risk cannot be fully mitigated or controlled.

Acknowledgment of Risk of Injury: I am aware that tennis involves risks, dangers and hazards. The risks, dangers and hazards, including but not limited to: loss of balance; difficulty or inability to control one's speed and direction; variation or steepness in terrain on and off the court surface; mechanical failure of equipment; variation or changes in the playing surface including balls, rocks, gravel; changing weather conditions; exposure to temperature extremes or inclement weather; failing to play safely or within the limitations of one's own abilities, negligence of other participants; and negligence on the part of the instructors, coaches and volunteers. I am aware of the risks, dangers and hazards associated with tennis and I freely accept and fully assume all such risks, dangers and hazards and the possibility of injury, death, property damage or loss resulting therefrom.

3. No Warranty: I understand that the instructor, coaches and volunteers will make reasonable efforts to comply with guidelines of Centers for Disease Control and the State of California, however, the instructor, coaches, volunteers and other players/students cannot eliminate the risk of exposure to COVID 19, or guarantee that the facilities and athletic activities will be free of COVID 19; that instructor, coaches, volunteers, other parents and/or spectators will be or will remain free of infection; or that infected and contagious players/students or their families will not be present on the premises or participating in the activity. Accordingly, JTT cannot and does not warrant, guarantee, or offer assurances that individuals will not be exposed to COVID 19 while on the premises or engaged in athletic activities, or that individuals will not then expose others to COVID 19.

4. Assumption of Risk: I understand and acknowledge that my or my child's access and use of the premises, facilities, equipment, and participation in the activities involve inherent risks to me or my child, and I understand the instructor has no control over these risks, nor the ability or duty to eliminate such risks, and even strict adherence to guidelines. Consequently, for myself, and for my child, I assume such dangers, risks, and hazards by participating in athletic activities, including tennis instruction, at this time.

5. Indemnification, Waiver, Release: I hereby waive, release, discharge, and hold harmless the instructor, including volunteers, coaches and volunteers, parents, other participants, Amador County Unified School District, Amador Tennis Club (including Junior Team Tennis), Board, directors/officials, officers, and agents from any and all liability associated with any injury to the child participant, including personal injury or illness or even death, loss of income or educational opportunity, property damage, and all losses, damages, expenses, liabilities, or claims of any nature arising out of, related to, or in any way connected to the child participant use of the premises, facilities, and participation in the activities.

6. Other Acknowledgements:

a. I represent that I have the authority to give this Informed Consent, Release of Liability, Assumption of Risk for the Student Participant's participation in JTT and use of premises and facilities. I am the parent/legal guardian of the Student Participant, or I am 18 years of age or older, and have the unrestricted right to enter into this Informed Consent, Release of Liability, Assumption of Risk.

c. I agree that in the event that the Student/Child Participant or any member of our household tests positive for COVID 19, is informed by a health care provider that that the Student/Child Participant or member of my household is likely symptomatic for COVID 19 infection, or otherwise becomes aware of information that a reasonable person should in good faith recognize as indicating exposure to COVID 19, I will immediately notify the Instructor.

d. I hereby give consent for emergency transportation and treatment in the event of illness or injury, and I accept responsibility for the payment of any emergency transportation or treatment on behalf of my child.

e. To the best of my knowledge I further certify that my child is in good physical condition and has no medical or physical conditions that would restrict his/her participation in JTT.

MY SIGNATURE BELOW INDICATES THAT I HAVE READ THIS INFORMED CONSENT, RELEASE OF LIABILITY, ASSUMPTION OF RISK; I FULLY UNDERSTAND ITS TERMS; I UNDERSTAND THAT I AM WAIVING RIGHTS BY SIGNING IT; AND I HAVE SIGNED IT FREELY AND VOLUNTARILY. I INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF LIABILITY TO THE EXTENT ALLOWED BY LAW.