



Waiver/Release for Communicable Diseases Including COVID-19

In consideration of being allowed to participate in or attend a USA Ultimate (“USAU”) event (the “Event”), the undersigned acknowledges, appreciates, certifies and agrees that:

1. My participation in and/or attendance at the Event includes possible exposure to and illness from infectious diseases, including without limitation, COVID-19. Although particular hygiene habits may reduce this risk, the risk of serious illness, injury, permanent disability and death does exist.

2. USAU cannot ensure that all other people at or near the Event, including other participants, coaches and volunteers, are taking precautionary measures to mitigate risks to ensure the health and safety of other participants, coaches, and volunteers, and therefore, participation in or attendance at the Event involves risk of exposure to infectious diseases.

3. I am familiar with the guidelines from the Centers for Disease Control and Prevention and my state’s health department regarding infectious diseases. I acknowledge that the circumstances related to infectious diseases are constantly changing and that the guidelines are regularly modified and updated. I accept full responsibility for familiarizing myself with the most recent guidelines.

4. I knowingly, voluntarily and freely assume all risks, both known and unknown, of my participation and attendance at the Event, even if arising from the actions, omissions or negligence of the RELEASEES (as defined below) or others, and assume full responsibility for my participation and attendance.

5. I certify that, within the prior 14 days, I have not tested positive for, and did not exhibit symptoms of COVID-19, including without limitation, a fever, cough, shortness of breath or difficulty breathing, loss of taste or smell, headache, chills, unusual muscle or body aches and/or sore throat. I also certify that I do not have a household family member/roommate who has, within the past 14 days, tested positive for or exhibited the above-referenced symptoms of COVID-19, and I have not knowingly been exposed to any person with COVID-19 or any of the symptoms set forth above within the past 14 days.

6. I willingly agree to comply with all recommendations and requirements of USAU to ensure safe participation. If, however, I feel unsafe at any time, I will remove myself from participation and bring my concerns to the attention of the nearest coach or USAU representative immediately.

7. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, hereby release, covenant not to sue, discharge and hold harmless USAU, its officers, officials, agents, representatives and or employees, as well as other participants, volunteers, sponsoring agencies, sponsors, advertisers, and if applicable, owners and lessors of premises used to conduct the Event (collectively, the “RELEASEES”), with respect to any injury (including without limitation, personal injury, disability and death), illness, damage, loss, claim, liability or expense, that I may experience or incur in connection with the Event. I understand and agree that this release includes any claims based on the actions, omissions or negligence of any of the RELEASEES, whether the injury or infection occurs before, during or after the Event.

I HAVE READ THIS RELEASE OF LIABILITY 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. I ALSO ACKNOWLEDGE THAT THIS AGREEMENT WAS EXPRESSLY NEGOTIATED AND IS A MATERIAL INDUCEMENT FOR THE PERMISSION GRANTED BY USAU TO PARTICIPATE OR ATTEND THE EVENT.

Printed Name of Participant

Signature of Participant

Date

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 at or participation in the Event, EVEN IF ARISING FROM ANY OF THE RELEASEES’ NEGLIGENCE, to the fullest extent provided by law.

Printed Name of Parent/Guardian

Signature of Parent/Guardian

Date