

City Futsal & Studio Brasil Waiver of Liability Relating to Coronavirus/COVID-19 & Infectious Diseases

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is contagious and is believed to spread mainly from person-to-person contact. City Futsal, Studio Brasil, its Employees & Staff, Support Agents, and Vendors have put in place preventative measures to reduce the spread of COVID-19; however, **City Futsal & Studio Brasil cannot guarantee you will not become infected with COVID-19.** Further, participation could increase your risk of contracting COVID-19, and for that matter any disease or risk associated with team or individual sport play, or related activities in a camp.

READ CAREFULLY BEFORE AGREEING

I (parent/guardian) acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that I may be exposed to or infected by COVID-19 by participation; and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 at City Futsal & Studio Brasil Camp may result from the actions, omissions, or negligence of myself and others, including, but not limited to, City Futsal's & Studio Brasil's employees, volunteers, and program participants and their families.

I acknowledge at the time of registration (the attendee) does not currently have COVID-19, display the symptoms outlined by the Center for Disease Control and Public Health Officials, and are aware of the contagious element of virus pre and post. I understand monitoring the health of the attendee for a week prior to camp, including observing federal social distancing guidelines, as well as the week after are an important part of reporting and tracking the health of attendees and their immediate family members. By signing, I understand it is my obligation to notify City Futsal & Studio Brasil Directors, and any health officials needing that information in acting, mobilizing, or tracking current or future outbreaks.

I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to myself/attendee (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I may experience or incur in connection with my participation at City Futsal. On my behalf/attendee's behalf, I hereby release, covenant not to sue, discharge, and hold harmless City Futsal, Studio Brasil, 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. I understand and agree this release includes any claims based on the actions, omissions, or negligence of City Futsal, Studio Brasil, its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation. And applies to all diseases.

I represent that I have adequate insurance to cover any injury or illness I may suffer or cause while participating in this activity, or else I agree to bear the costs of such injury or illness myself. I/attendee further represent I have no medical or physical condition which could interfere with my safety in this setting, or else I am willing to assume – and bear the costs of – all risks that may be created, directly or indirectly, by any such condition.

I understand City Futsal sits in the State of Texas and in the County of Dallas, and I further agree that the substantive law of this State shall apply. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

I agree that if I am exposed or infected by COVID-19 during my participation in this activity, then I may be found by a court of law to have waived my right to maintain a lawsuit against the parties being released on the basis of any claim for negligence.

I acknowledge I have had sufficient time to read this entire document and, should I choose to do so, consult with legal counsel prior to signing. Also, I understand that this activity might not be made available to me. I have read and understood this document sound mind and I agree to be bound by its terms.

I understand there is a coupling general waiver of liability/Assumption of Risk connected to my participation at City Futsal & Studio Brasil, I agree that the terms of that waiver are wholly incorporated into this document and that the terms of this document are incorporated into the separate general waiver.

I/attendee agree that I will practice safe social distancing and clean hygiene during my participation at the City Futsal & Studio Brasil Camp as outlined by City Futsal, the Camp Staff, and local and state guidelines. All parties are acting inside what reasonable expectations and parameters in a floating climate.

I/attendee understand attending the City Futsal & Studio Brasil Camp is completely VOLUNTARY and AT-RISK. The act of attending a camp in current climate comes with heightened awareness of social obligation. Athletic Trainers, along with Camp Staff, are not infectious disease experts, and duties and responsibilities begin and end at sport related injury. Essentially following recommendations for pandemic activities, tracking.

I further agree to indemnify and hold harmless Releasees from any claims alleging negligence which are brought by or on behalf of minor or are in any way connected with such participation by minor.

CITY FUTSAL & STUDIO BRASIL UNCONDITIONAL AND GENERAL LIABILITY RELEASE, WAIVER, INDEMNIFICATION AND AGREEMENT NOT TO SUE

1. I, the undersigned parent/legal guardian authorize my child's participation in City Futsal & Studio Brasil Camp, including all related activities. I fully understand all of the dangers, hazards and risk that are associated with and may occur as a result of my child's participation in the City Futsal & Studio Brasil Camp and related activities. I understand that these dangers and risks may result in property damage, impairment to health and well being, and/or physical injury, including serious or even deadly injuries.

2. In consideration of my child being permitted to participate in the City Futsal & Studio Brasil Camp, I agree to assume full responsibility for all risks. I further agree to release, waive, and covenant not to sue City Futsal, Studio Brasil, as well as officers, agents, and employees of City Futsal & Studio Brasil (referred to collectively as "Releasees"), from and against any and all liability, claims, demands, actions, causes of action, suits inequity, whatsoever arising out of or related to any loss, damage, or injury, including death, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, that may be sustained by my child while participating in the City Futsal & Studio Brasil Camp or in any related activity or while in or upon the premises where the CAMP and related activities are being conducted or while being transported to, from or in connection with the CAMP. I further agree to indemnify the Releasees from liability, claims, demands, actions, causes of action, or suits in equity arising out of loss, damage or injury that occurs as a result of my child's negligent or intentional act or omission while participating in the CAMP and in related activities.

3. I understand and agree that Releasees are granted permission to authorize medical treatment, if necessary, for my child and that such action by Releasees shall be subject to the terms of this Release, Waiver, Indemnification and Agreement not to Sue. I understand and agree that Releasees assume no responsibility for any injury or damage to my child or for any related cost which might arise out of or in connection with such authorized medical treatment, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE. I understand that I am strongly urged to obtain adequate health insurance to pay any medical costs that may be attendant as a result of injury to my child.

4. It is my express intent that this Release, Waiver, Indemnification and Agreement not to Sue shall bind myself, my child, the other members of my family and spouse, if I am alive, and my estate, family, heirs, administrators, personal representatives, or assigns, if I am deceased.

5. In signing this Release, Waiver, Indemnification and Agreement not to Sue, I acknowledge and represent that I have carefully read the document and understand its contents and that I sign as my own free act and deed. I further state that I am at least eighteen (18) years of age and fully competent to sign; and that I have executed this Release for full, adequate, and complete consideration fully intending to be bound by the same.

6. I further agree that this Release, Waiver, Indemnification and Agreement not to Sue shall be interpreted in accordance with the laws of the State of Texas. If any term or provision of this Release shall be deemed to be illegal, unenforceable, or in conflict with any law, then the validity of the remaining portions of the Release shall not be affected thereby.

My child has permission to attend a youth camp at City Futsal. I fully realize that injury or illness to my child may result from or during participation in the youth camp. In case of injury or illness, I give permission for my child to be given medical treatment as deemed appropriate. I further give permission for the information provided on this form to be shared with appropriate medical personnel. I further give permission for and grant authority to the camp representatives to sign on my behalf the Notice of Privacy Practice that patients are required to receive in accordance with federal law. I understand and acknowledge that I will be responsible for any medical bills incurred by my child at at a local hospital or elsewhere.