

COVID-19 ACKNOWLEDGMENT AND RELEASE OF LIABILITY

The novel coronavirus (COVID-19) has been declared a worldwide pandemic by the World Health Organization (WHO). COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. It is believed that an individual can be infected with COVID-19 without their knowledge and be asymptomatic. Benicia Soccer has put in place preventative measures to reduce the spread of COVID-19. However, Benicia Soccer cannot guarantee that players or anyone else will not become infected with COVID-19, including other participants, player's parents or siblings, guests or spectators, unborn children, relatives, or any other person. Participation in a Benicia Soccer athletic sports program(s), related event, fundraisers or other activities, could increase the risk of contracting COVID-19.

By signing this agreement, I ACKNOWLEDGE the contagious nature of COVID-19 and VOLUNTARILY ASSUME THE RISK that I or my child may be exposed to or infected by COVID-19 by participating in a Benicia Soccer athletic sports program(s), related event, fundraiser or activity, and that such exposure or infection may result in personal injury, illness, permanent disability, or death to myself, my child, my spouse, guests or spectators, unborn children, relatives, or others. I understand that the risk of becoming exposed to or infected by COVID-19 at a Benicia Soccer athletic sports program(s), related event, fundraiser, or activity may result from the actions, omissions, or negligence of myself or others, including, but not limited to, Benicia Soccer's or third party employees, coaches, volunteers, or program participants.

By signing this agreement, I UNDERSTAND AND VOLUNTARILY ACCEPT AND ASSUME ALL the foregoing risks related to COVID-19 and accept sole responsibility for any injury or illness that may occur to myself, my child, or others with whom I am associated or not associated.

Further, by signing this agreement I HEREBY RELEASE, waive, and forever discharge Benicia Soccer, its coaches, employees, agents, and representatives, (collectively, "Releasees") of and from any and all actions, causes of action, suits, losses, liabilities, rights, debts, dues, sums of money, accounts, reckonings, obligations, costs, expenses, liens, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, extents, executions, claims, and demands, of every kind and nature whatsoever, whether now known or unknown, foreseen or unforeseen, matured or unmatured, suspected or unsuspected, in law, admiralty, or equity (collectively, "Claims"), which any of such Releasees ever had, now have, or hereafter can, shall, or may have against any of such Releasees for, upon, or by reason of any matter, cause, or thing whatsoever from the beginning of time arising out of or relating to COVID-19. I UNDERSTAND AND AGREE that this release includes any claims based on the actions, omissions, or negligence of Benicia Soccer, its coaches, employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation in any Benicia Soccer athletic sports program, related event, fundraiser or other activity.

I ACKNOWLEDGE THAT I HAVE READ THIS ACKNOWLEDGMENT AND RELEASE OF LIABILITY AND I FULLY UNDERSTAND ITS TERMS AND CONDITIONS.

IN WITNESS WHEREOF, I have read and voluntarily e-signed this Acknowledgment and Release, and further agree that no representations, statements, or inducements apart from the foregoing written agreement have been made.