

General Release, Waiver of Liability, Assumption of Risks, COVID-19 Release, and Indemnity Agreement: Eagles Cross Country, August 29-October 31, 2020

I/We, the undersigned participant(s), parent(s), coach(es), volunteers, participating minors, and/or drivers (hereinafter referred to as “**Participants**”) request voluntary participation to take part in Eagles Cross Country 2020 from August 29 through October 31, 2020. Activities include, but are not limited to: drills in local parks and/or on trails, running on local trails and roads, and providing/receiving transportation provided by other Participants to and from activity locations. These aforementioned activities shall hereinafter be referred to as the “**Activities**”. In addition, as (an) undersigned parent(s) for my/our participating minor child(ren), I/we request voluntary participation for my/our minor(s) to participate in Eagles Cross Country 2020 and in all of the concomitant Activities, from August 29 through October 31, 2020.

CONSENT:

I/We consent to the Participant’s(s’) participation in the Activities and acknowledge that the Participant(s) and I/we fully understand that the Participant’s(s’) participation may involve risk of serious injury or death, including losses which may result not only from the “Participant’s(s)” own actions, inactions, or negligence, but also from the actions, inactions, or negligence of others, the condition of the facilities, equipment, trails, or areas where the Activities are being conducted, and/or the rules of these types of events or Activities. I/We understand that if I/we have any risk concerns, I/we should discuss the risks associated with participation with other Participants, before I/we sign this document and before the Activities begin.

CERTIFICATION OF HEALTH STATUS AND INSURANCE COVERAGE:

I/We certify that the Participant(s) and/or I/we is/are/am in good health and has/have no physical condition that would prevent participation in the Activities. Furthermore, I/we agree to use the Participant’s(s’) and/or my personal medical insurance as a primary medical coverage payment if an accident or injury occurs. I/We consent to emergency medical treatment for myself/ourselves and/or for any Participants for which I/we am/are responsible. In the event that such care is required, I/we acknowledge that I/we am/are responsible for all related costs.

ASSUMPTION OF RISKS:

Participation in the Activities can be dangerous and carry with them certain inherent risks, such as, but not limited to, falling while running, that cannot be eliminated regardless of the care taken to avoid injuries. Although the risk of injury is low during the Activities, there are still risks. These risks range from, but are not limited to: (1) minor injuries, such as slips, falls, cuts, scratches, bruises, and sprains, (2) major injuries, such as eye, joint or back injuries, fractures, concussions, heart attacks, heat stroke, and concussions, (3) catastrophic, life-altering injuries including paralysis, to (4) death. On behalf of myself/ourselves and/or the Participant minor(s) for which I/we am/are responsible, I/we freely accept and fully assume all such risks, dangers, and hazards, as well as the possibility of personal injury, death, permanent disability, property damage or loss resulting thereof. Knowing and understanding the risks involved with participation in Eagles Cross Country 2020 and the concomitant Activities, I/we hereby voluntarily and willingly assume responsibility for all risks and dangers associated with any of the Participant's(s') participation in said Activities.

WAIVER/INDEMINITY:

In consideration of the Participant's(s') participation in the Activities, I/we hereby waive all claims or causes of action against any other Eagles Cross Country 2020 Participants, coaches, organizers, and/or representatives that may result from the actions, omissions, or negligence of said Participants, coaches, organizers, agents, and/or representatives. I/we agree that I/we am/are financially responsible for any losses resulting from for any loss or damage caused by myself and/or Participants who are minors for whom I am responsible during Eagles Cross Country 2020. I/we agree to indemnify all other Participants, coaches, organizers, agents, and/or representatives with respect to any possible said losses.

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. As a result, federal, state, and local governments as well as federal and state health agencies recommend social distancing and have, in many locations, prohibited the congregation of groups of people.

None of the Participants, coaches, organizers, agents, and/or representatives of the Running Workouts can guarantee that you or your child(ren) will not become infected with COVID-19. Furthermore, participating in Eagles Cross Country 2020 may increase the risk for all Eagles Cross Country 2020 Participants, the Participant's(s') families, friends, and others with whom the Participants come into contact risk of contracting COVID-19. By signing this agreement, I/we acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that my/our child(ren) and I/we may be exposed to or infected by COVID-19 by attending Eagles

Cross Country 2020, and that such exposure or infection may result in personal injury, illness, permanent disability, and/or death of any of the aforementioned parties. I/We understand that the risk of becoming exposed to or infected by COVID-19 during Eagles Cross Country 2020 may result from the actions, omissions, or negligence of its Participants, coaches, organizers, agents, and/or representatives.

By signing below, I/we hereby represent that I/we and/or my/our child[ren] am/are/have followed all CDC recommended guidelines as much as possible and have limited my/our exposure to the Coronavirus/COVID-19. I/We further represent that I/we and/or my/our child[ren] am/are/have not:

- experienced any symptom of illness, such as cough, shortness of breath or difficulty breathing, fever, chills, repeated shaking with chills, muscle pain, headache, sore throat, or new loss of taste or smell within the last 14 days;
- traveled internationally within the last 14 days;
- traveled to a highly impacted area within the U.S in the last 14 days (defined as being in an area with significantly greater per capita COVID-19 illness than Los Angeles County during said 14 days);
- been exposed to someone with a suspected and/or confirmed case of the Coronavirus/COVID-19;
- been diagnosed with Coronavirus/COVID-19, but not yet cleared as non-contagious by state or local public health authorities.

I/We voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to my/our child(ren) or to myself/ourselves (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, (hereinafter referred to as "Claims") that I/we or my/our child(ren) may experience or incur in connection with my/our child(ren)'s participation in Eagles Cross Country 2020 or participation in the Activities conducted as part of Eagles Cross Country 2020. On my/our behalf, and on behalf of my/our children, I/we hereby release, covenant not to sue, discharge, and hold harmless the Participants, coaches, organizers, agents, and/or representatives of Eagles Cross Country 2020, of and from the Claims, including all liabilities, claims, actions, damages, costs, or expenses of any kind arising out of or relating thereto. I/we understand and agree that this release includes any Claims based upon the actions, omissions, or negligence of the Participants, coaches, organizers, agents, volunteers, drivers, and/or representatives of Eagles Cross Country 2020, its Participants, coaches, agents, and/or representatives, whether a COVID-19 infection occurs before, during, or after participation in any activities associated therewith.

SEVERABILITY:

The undersigned further expressly agree(s) that the foregoing General Release, Waiver of Liability, Assumption of Risks, COVID-19 Release, and Indemnity Agreement is intended to be as broad and inclusive as is permitted by the law of the State of California, and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

ACKNOWLEDGEMENT OF UNDERSTANDING:

I/We have read this General Release, Waiver of Liability, Assumption of Risks, COVID-19 Release, and Indemnity Agreement, and understand the terms used in it as well as their legal significance. This waiver and release is freely and voluntarily given with the understanding that my/our right to legal recourse against any Eagles Cross Country 2020 Participants, coaches, organizers, agents, volunteers, drivers, and/or representatives, and each of them, is knowingly being given up. My signature on this document is intended to bind not only myself but also my successors, heirs, representatives, administrators, and/or assigns.

Signature of Eagles Cross Country 2020 Participant #1

Printed Name

Age

Date

Signature of Eagles Cross Country 2020 Participant #2

Printed Name

Age

Date

Signature of Eagles Cross Country 2020 Participant #3

Printed Name

Age

Date

Signature of Minor's(s') Parent/Guardian*

Printed Name

Date

Emergency Contact of Eagles Cross Country 2020 Participant #1:

Name

Cell Phone #

Emergency Contact of Eagles Cross Country 2020 Participant #2:

Name

Cell Phone #

Emergency Contact of Eagles Cross Country 2020 Participant #3:

Name

Cell Phone #

