

## Virginia Elite Assumption of Risk and Waiver/Release (“Waiver”)

In consideration for being allowed to participate on behalf of Virginia Elite Volleyball Club, Inc. (“VA Elite”) programs, training, camps, events, sports and/or athletic or related activities (the “Activities”), the undersigned participant (“Participant”), by signing this form, affirms having read, and hereby acknowledges and agrees to, the following terms and conditions:

### ACKNOWLEDGEMENTS AND AGREEMENT:

1. That Participant certifies that Participant is in good overall health, is physically fit to engage in the Activities held at or led by staff of VA Elite, and currently has medical insurance coverage.
2. That Participant has no symptoms related to and/or associated with the novel coronavirus COVID-19 as outlined by the Centers for Disease Control and Prevention (“CDC”), including without limitation, fever, shortness of breath, cough, chills, loss of taste or smell, etc.
3. That Participant has not been diagnosed with COVID-19, has not knowingly been exposed to a person with a confirmed case of COVID-19 within the last 14 days, has not been in quarantine for COVID-19 within the last 14 days, or has not been advised by a medical professional to not participate in the Activities.
4. That Participant agrees to comply with any and all rules, regulations, terms and conditions for participation in the Activities as outlined by the VA Elite staff, including without limitation, that Participant will, to the best of his/her ability, sanitize and/or wash hands prior to participating in the Activities and sanitize balls before, during and after Activities at VA Elite. Participant will willingly remove myself from participation and bring to the attention of VA Elite staff of any significant hazards present during my participation in the Activities.

### ASSUMPTION OF RISK / WAIVER OF LIABILITY / INDEMNIFICATION:

5. COVID-19 has been declared a worldwide pandemic by the World Health Organization (“WHO”) and has been declared extremely contagious and capable of spread from person-to-person contact. It is acknowledged by the CDC that an individual can be infected with COVID-19 without their knowledge and be asymptomatic. As a result, VA Elite has put in place certain preventative measures to reduce the risks associated with the spread of COVID-19. However, VA Elite cannot guarantee that such measures will prevent the spread of COVID-19 in connection with the Activities. Further, participating in the Activities could increase Participant’s risk of contacting COVID-19.

By signing this Waiver, Participant acknowledges the contagious nature of COVID-19 and I UNDERSTAND AND WILLINGLY AND VOLUNTARILY ACCEPT AND ASSUME FULL RESPONSIBILITY FOR ALL RISKS, DAMAGES, LIABILITIES, LOSSES AND/OR EXPENSES of any and every kind involved with or arising from my/Participant’s participation in the Activities (“Claims”), and understand that participation in the Activities involves risks and dangers which, include without limitation, THE POTENTIAL FOR SERIOUS BODILY INJURY, ILLNESS, DISEASE, DISABILITY, DEATH and other undefined risks and dangers which may not be readily foreseeable or are presently unknown.

6. That I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY IRREVOCABLY RELEASE, INDEMNIFY, AND HOLD HARMLESS, VA Elite, its employees, coaches, representatives, contractors, sponsors, agents, owners, directors, officers, and if applicable, property owners/lessors (collectively, the “Releasees”) WITH RESPECT TO ANY INJURY, INFECTION, EXPOSURE, ILLNESS, DISEASE, DISABILITY, DEATH, LOSS OR DAMAGE TO PERSON OR PROPERTY, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES

OR OTHERWISE, for all claims, rights, demands, or causes of actions whether known or unknown, suspected or unexpected, arising out of or in connection with my participation in the Activities, to the fullest extent permitted by law. I further understand and agree that this Waiver includes any Claims related to a COVID-19 infection, whether such infection occurs before, during, or after appearing or participating in the Activities.

FOR PARTICIPANTS OF MINORITY AGE (UNDER AGE 18 AT THE TIME OF PARTICIPATION)

This is to certify that I, as parent or legal guardian, with legal responsibility for Participant (a minor), and on Participant's behalf and on behalf of all other parents or guardians of Participant, have read and explained the provisions of this Waiver to Participant, including without limitation, the risks of presence and participation and his/her personal responsibility for adhering to the rules, regulations and guidelines for protection against COVID-19 and other communicable diseases.

**I, FOR MYSELF OR ON BEHALF OF PARTICIPANT AND ON BEHALF OF ALL OTHER PARENTS OR GUARDIANS OF PARTICIPANT, HAVE READ THIS RELEASE AND FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.**

\_\_\_\_\_  
Name of Participant – PLEASE PRINT

\_\_\_\_\_  
Age of Participant

\_\_\_\_\_  
Signature of Participant

\_\_\_\_\_  
Date

FOR PARTICIPANTS OF MINORITY AGE (UNDER AGE 18 AT THE TIME OF PARTICIPATION)

\_\_\_\_\_  
Name of Parent/Legal Guardian (if Participant is under 18) - PLEASE PRINT

\_\_\_\_\_  
Signature of Parent/Legal Guardian

\_\_\_\_\_  
Date