

Players/Staff Requirements and the Assumption of the Risk and Waiver of Liability Relating to 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, including individuals without disease symptoms. As a result, federal, state, and local governments and federal and state health agencies recommend social distancing and have, in many locations, prohibited or limited the congregation of groups of people.

The health and well-being of our staff and players remains our top priority. In order to minimize the risk of COVID-19 entering our environment and spreading amongst our community, we will only allow staff assigned to work and players\ scheduled to participate to be in our courts. Parents wishing to remain on site can use outdoor common areas or the parking lot to wait for their player(s). Players waiting to attend a session will need to wait outside while maintaining social distance from others.

Furthermore, all participants in sponsored activities at Bay Sports Academy, Swan Ping Pong Club, Sunnyvale community Center must agree to and abide by the following:

- Anyone entering our court's temperature is above 100° F. He or she will not be allowed to enter the facility.
- If the participant or close contact of the participant has tested positive for COVID-19 he/she will inform Bay Sports Academy immediately and will not return to the facility until having satisfied the guidelines listed by the CDC.
- If the participant feels ill prior to the training he/she will call his/her coach and cancel the training without charge, regardless of the amount of notice given.
- If the participant feels ill during a training session he/she will notify the coach immediately and will discontinue the training session.
- The participant will follow all rules and safety requirements at Bay Sports Academy regarding but not limited to things such as maintaining social distancing, washing/sanitizing hands before and after training, remaining within designated areas of the facility, wearing face masks (coaches and adult participants)

Bay Sports Academy, Swan Ping Pong Club, and Sunnyvale community Center (hereafter referred to as the "Academy", has put in place numerous preventative measures and enhanced cleaning protocols to reduce the likelihood of spreading COVID-19 in badminton courts environment; however, the "Academy" cannot guarantee that you or your child(ren) will not become infected with COVID-19. Further, attending sponsored activities at the "Academy" could increase your risk and your child(ren)'s risk of contracting COVID-19.

By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily agree to the participation terms described above and assume the risk that my child(ren) and I may be exposed to or infected by COVID-19 by attending the "Academy" 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 the "Academy" may result from the actions, omissions, or negligence of myself or others, including, but not limited to, "Academy" employees, volunteers, and program participants and their families. I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to my child(ren) or myself (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I or my child(ren) may experience or incur in connection with my child(ren)'s attendance at the "Academy" or participation in "Academy" programming ("Claims").

On my behalf, and on behalf of my children, I hereby release, covenant not to sue, discharge, and hold harmless the "Academy", 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 that this release includes any Claims based on the actions, omissions, or negligence of the "Academy", its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation in any "Academy" activity.

Participant's Name(s): _____

Participant's Signature (if 18 or older): _____

Parent/Legal Guardian Name(s) (for participants under 18): _____

Signature(s) of Parent/Legal Guardian: _____

Date: _____