



THE VICTORY WAY

VICTORY ATHLETIC CENTER

3 VIA POSITIVA, SAN JUAN CAPISTRANO, CALIFORNIA 92675

CORONAVIRUS/COVID-19 ASSUMPTION OF THE RISK AND WAIVER OF LIABILITY AND INDEMNIFICATION

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 and federal and state health agencies recommend social distancing and have, in many locations, prohibited the congregation of groups of people.

The Victory Way (“Victory”) has put in place preventative measures to reduce the spread of COVID-19; however, Victory **cannot guarantee** that your participation as a Player/Coach /Participant in a recognized or sanctioned event(s) at the Victory Athletic Center (“VAC”) will not become infected with COVID-19. Further, **attending a Victory recognized or sanctioned event(s) at the VAC could increase** your risk of contracting COVID-19.

Participant Name: _____

(SIGNATURE IS REQUIRED FOR ACCEPTANCE OF PARTICIPATION)

By signing this agreement, I/we acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that participation as a Player/Coach /Participant I/we may be exposed to or infected by COVID-19 by my/our participation in a recognized or sanctioned event(s) at the VAC, and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I/we further agree that Victory, the host organization, and sponsors of any Victory recognized or sanctioned event(s) at the VAC, along with coaches, officials, referees, umpires, volunteers, employees, agents, officers and directors of these organizations, shall not be liable for any injury, loss of life or other loss or damage occurring as a result of my/our participation in the event(s).

I/we agree to comply with all Victory and the VAC policies and rules, including but not limited to all Victory and the VAC policies, guidelines, signage, and instructions when at a Victory recognized or sanctioned event(s) at the VAC. Because the VAC is open for use by other individuals, I/we recognize that I/we are at higher risk of contracting COVID-19.

With full awareness and appreciation of the risks involved, I/we, family, estate, heirs, executors, administrators, assigns, and personal representatives, hereby forever release, waive, discharge, and covenant not to sue Victory members, officers, agents, servants, independent contractors, affiliates, employees, successors, and assigns (collectively the “Released Parties”) from any and all liability, claims, demands, actions, and causes of action whatsoever, directly or indirectly arising out of or related to any loss, damage, or injury, including death, that may be sustained by me related to COVID-19 whether caused by the negligence of the Released Parties, any third-party at a Victory recognized or sanctioned event(s) at the VAC, or otherwise, while participating in any activity while in, on, or around the VAC and/or while using any Victory facilities, tools, equipment, or materials.

I/we agree to indemnify, defend, and hold harmless the Released Parties from and against any and all costs, expenses, damages, claims, lawsuits, judgments, losses, and/or liabilities (including attorney fees) arising

either directly or indirectly from or related to any and all claims made by or against any of the Released Parties due to bodily injury, death, loss of use, monetary loss, or any other injury from or related to my participation in a Victory recognized or sanctioned event(s) at the VAC or use of the Victory facilities, tools, equipment, or materials, whether caused by the negligence of the Released Parties or otherwise specifically related to COVID-19.

By signing below I/we acknowledge and represent that I/we have read the foregoing Waiver of Liability, understand it and sign it voluntarily as my/we own free act and deed, including without limitation the Release of Liability and Indemnification requirements contained in this document; I/we are sufficiently informed about the risks involved in participation in a Victory recognized or sanctioned event(s) at the VAC and or using the VAC to decide whether to sign this document; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; I/we are at least eighteen (18) years of age and fully competent; and I/we execute this document for full, adequate, and complete consideration fully intending to be bound by the same. I/we agree that this Wavier of Liability shall be governed by and construed in accordance with California law, and that if any of the provisions hereof are found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision(s) shall be deemed modified to the limited extent required to permit enforcement of the Wavier of Liability as a whole.

Participant Name		Participant Age /Grade	
Parent/Guardian Email			
Parent/Guardian Phone			

Participant Signature: _____ Date: _____
 (I am at least eighteen (18) years of age and fully competent)

Participant Printed Name: _____
 (I am at least eighteen (18) years of age and fully competent)

Parent/Guardian Signature: _____ Date: _____

Parent/Guardian Printed Name: _____

Emergency Contact Person: _____ Phone: _____

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