

Encino Franklin Fields, Inc.

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. 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. Encino Franklin Fields, Inc (a non-profit organization) (“EFF cannot guarantee that you, and anyone affiliated with your business entity such as, but not limited to, coaches, players and their family members (“Facility Users”) will not become infected with COVID-19. Further, visiting EFF could increase Facility User’s risk of contracting COVID-19.

By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that Facility Users and I may be exposed to or infected by COVID-19 by visiting EFF 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 EFF may result from the actions, omissions, or negligence of myself and others, including, but not limited to, EFF 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 Facility Users 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 Facility Users may experience or incur in connection with our attendance at EFF.

On my behalf, and on behalf of Facility Users, I hereby release, covenant not to sue, discharge, and hold harmless EFF, its employees, directors, agents, and representatives, of and from any claims, including all liabilities, 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 EFF, its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after visiting EFF.

Furthermore, I shall indemnify and hold EFF, and its respective officers, directors, employees, agents, contractors, successors, assigns, harmless from all liabilities, damages, claims, demands, and expenses (including, without limitation, attorneys’ fees) that may be asserted or arise (either directly or indirectly) in connection with this agreement and/or attendance at EFF.

Business name

Date

Signature

Print Name