



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 extremely contagious and is believed to spread mainly from person-to-person contact. United Way of Santa Barbara County (“UWSBC”) has put in place preventative measures to reduce the spread of COVID-19; however, UWSBC cannot guarantee that you and/or your child will not become infected with COVID-19. Further, participation in activities held by or associated with UWSBC could increase your or your child’s risk of contracting COVID-19.

READ CAREFULLY BEFORE SIGNING – INITIAL EACH PARAGRAPH

____ **INITIALS** By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that I and/or my child may be exposed to or infected by COVID-19 by participation in events held by or associated with UWSBC; 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 may result from the actions, omissions, or negligence of myself and others, including, but not limited to, UWSBC employees, volunteers, and program participants and their families.

____ **INITIALS** I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to myself and/or to my child (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I may experience or incur in connection with my participation in events held by or associated with UWSBC (“Claims”). On my behalf and/or that of my child, I hereby release, covenant not to sue, discharge, and hold harmless UWSBC, its employees, volunteers, contract workers, agents, and representatives (“Releasees”), 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 UWSBC, its employees, volunteers, contract workers, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation held by or associated with UWSBC.

____ **INITIALS** I represent that I have adequate insurance to cover any injury or illness I and/or my child may suffer or cause while participating in this activity, or else I agree to bear the costs of such injury or illness myself. I further represent that I and/or my child have no medical or physical condition which could interfere with the safe participation in this activity, and I am willing to assume – and bear the costs of – all risks that may be created, directly or indirectly, by any such condition.

(continued on the next page)

____ **INITIALS** Any legal proceeding that is brought to interpret or enforce the rights and obligations covered by this agreement will be brought in the State of California, Santa Barbara County, and governed by the laws of the State of California. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

____ **INITIALS** I have had sufficient time to read this entire document prior to signing. Also, I understand that this activity might not be made available to me or that the cost to engage in this activity would be significantly greater if I were to choose not to sign this release, and agree that the opportunity to participate at the stated cost in return for the execution of this release is reasonable. I have read and understood this document and I agree to be bound by its terms.

____ **INITIALS** If I have signed a separate general waiver of liability connected to my participation in events held by or associated with UWSBC, I agree that the terms of that waiver are wholly incorporated into this document and that the terms of this document are incorporated into the separate general waiver.

____ **INITIALS** I agree that I comply with all health and safety rules and guidelines imposed by UWSBC or by any state, local, or federal governmental entity, and will practice safe social distancing and clean hygiene during my participation at events held by or associated with UWSBC or while on all UWSBC satellite campuses.

By signing below, I, _____, acknowledge and represent that I HAVE READ THIS AGREEMENT CAREFULLY; I FULLY UNDERSTAND IT AND I VOLUNTARILY AGREE TO ITS TERMS.

Volunteer Signature

Date