

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 dangerous and is believed to be spread from person-to-person contact. As a result, federal, state and local governments and health agencies recommend established guidelines to reduce the risk of spreading the virus. These include requiring social distancing and, in many locations, prohibiting the congregation of large groups of people. These guidelines are for the safety of the public and should be followed.

Notwithstanding recommendations and guidelines by these entities, it must be understood that COVID-19 is a continuing threat to the health and lives of the citizens of Texas.

RGV FC Youth Academy (the "Club") has put in place preventative measures to reduce the spread of COVID-19. However, it is understood that the Club cannot guarantee that you or your child(ren) will not come into contact with or become infected with corona virus. Your mere physical presence at the Club activities could increase your risk and your child(ren)'s risk of contracting the disease.

Notwithstanding the risk of infection, I, on behalf of myself and my minor child(ren), wish to voluntarily participate in soccer activities offered by the Club. These include practices and other training, soccer matches, team activities and possibly travel to other facilities not under the control of the Club for soccer matches.

In consideration of being allowed to participate in any way in Club programs, and related events and activities, I, and/or the minor child(ren) state as follows:

1. I understand that although the Club has taken precautions to provide proper organization, supervision, instruction, and equipment for the services being offered, it is impossible for the Club to guarantee absolute safety from infection by the corona virus. Also, I understand that I share the responsibility for safety during all activities, and I assume that responsibility. I will make the coaching or administrative staff aware in writing of any questions or concerns regarding my understanding of safety standards, guidelines, procedures, and my ability to participate at any point during any activity. I will also take steps to ensure the health of my child(ren) before the child participates in any soccer activity.
2. I understand that risks during soccer activities include possible exposure to the corona virus. In addition, risks of soccer activities include, but are not limited to loss or damage to personal property, injury, permanent disability, fatality, exposure to inclement weather, slipping, falling, insect or animal bites, being struck by falling objects, hypothermia (cold exposure), hyperthermia (heat exposure), and that severe social or economic losses that may result from any such incident. I also understand that such accidents or illnesses may occur in remote areas without easy access to medical facilities or while traveling to and from the activity sites. Further, there may be other risks not known to me or not reasonably foreseeable at this time.
3. I assume all the foregoing risks and accept personal responsibility for the damages due to such injury, permanent disability or death resulting from participation in any Club activity.

After you have reviewed the acknowledgment of risk and waiver of liability on the reverse side of this letter and if you understand and agree with its contents, please sign in the appropriate places. If you are the parent or legal guardian of a student, please read this document to the child(ren), and if you both agree and understand their content, place YOUR signature in the appropriate places.

I voluntarily agree to assume all of the foregoing risks described on the other side of this Waiver and accept 1 sole responsibility for any injury to my child(ren) and myself (including, but not limited to, personal injury, disability or death), illness, damage, monetary 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 participation at the Club or Club activities ("Claims"). On my behalf, and on behalf of my child(ren), I hereby release the Club, its agents, coaches, chaperones, representatives and employees from any and all claims, demands, and causes of action, whether resulting from negligence or otherwise, of every nature and in conjunction with a Club activity as set forth on the reverse side of this Waiver.

Regardless of any steps taken by the Club to reduce the risks associated with the COVID-19 pandemic, I am fully aware that there are a number of risks associated with my child's care at The Club during the COVID-19 pandemic, including without limitation, being exposed to and contracting COVID-19 from other individuals, surfaces and/or airborne particles. I understand that my child's contracting of COVID-19 could result in serious medical symptoms requiring medical treatment in a hospital or even death. On behalf of myself and my child, and our heirs, successors, and assigns, I knowingly and freely, assume all such risks, both known and unknown, relating to my child's care at The Club arising from or relating to COVID-19, including all illnesses, injuries, damages or death arising therefrom, and I hereby forever release, waive, relinquish, and discharge The Club, along with The Club's shareholders, officers, directors, members, managers, officials, partners, trustees, agents, contractors, employees, affiliates, or other representatives, and their successors and assigns (collectively, the "the Club Representatives"), from any and all claims, demands, liabilities, rights, damages, expenses, and causes of action of whatever kind or nature, and other losses of any kind, whether known or unknown, foreseen or unforeseen, (collectively, "Damages") arising from or relating to COVID-19 as a result of my child's care at The Club, and including but not limited to claims based on the alleged negligence of any The Club Representative or any other person. I further promise not to sue the Club or any the Club Representative for any illness, injury, death or other Damages arising out of or related to COVID-19 and agree to indemnify and hold them harmless from any and all Damages resulting therefrom as a result of my child's care at The Club.

If any provision of this Waiver and Release of Liability is declared invalid, the remaining provisions remain enforceable. I may seek advice from legal counsel before signing this Waiver and Release of Liability. By signing this Waiver and Release of Liability, I acknowledge that either I have sought the advice of legal counsel or wish to waive the opportunity to seek the advice of counsel before signing.

READ CAREFULLY -- BY SIGNING THIS DOCUMENT YOU MAY GIVE UP IMPORTANT LEGAL RIGHTS.

Date:

Signature of Parent/Guardian

Print Name of Parent/Guardian

PRINT THE NAME OF THE MINOR CHILD FOR WHOM YOU ARE SIGNING THIS WAIVER
AND RELEASE