

Assumption of the Risk and Waiver of Liability Relating to Coronavirus

Global Movement and Sharon Clark's Volleyball Camp Athlete/Coach Requirements

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 limited the congregation of groups of people.

The health and well-being of our athletes, coaches & families remain our top priority. In order to minimize the risk of COVID-19 entering our environment and spreading amongst our community, we will only allow coaches & athletes scheduled to participate to be in our gym. No parents, siblings, spectators, or any additional individuals will be allowed to watch camp

Furthermore, all participants in sponsored activities by Global Movement and Sharon Clark's Volleyball Camps must agree to abide by the following:

- If an athlete or coach is sick, they should not come to camp.
- Anyone showing symptoms or registering a temperature greater than 100.4 will not be permitted to enter and will be sent home.
- Agree that there is an inherent risk of exposure to COVID-19 in any public place where people are present and that COVID-19 is an extremely contagious disease that can result in severe illness or death.
- Athletes may arrive no more than 20 minutes before practice starts and must be picked up/leave no more than 20 minutes after practice concludes.
- All players and coaches must wash their hands prior to entering the gym area and after leaving the court.
- Athletes and coaches should bring their own water. Water fountains and bottle stations will not be open.
- Hand sanitizer will be available; however, it is strongly suggested that athletes and coaches bring their own.
- By attending Sharon Clark's Volleyball Camps, you are voluntarily assuming all risks related to exposure of COVID-19.
- Agree to follow the procedures set forth within Hinkle Fieldhouse.

Global Movement and Sharon Clark's Volleyball Camp Staff has put in place numerous preventative measure and enhanced cleaning protocols to reduce the likelihood of spreading COVID-19 in Hinkle Fieldhouse. However, they cannot guarantee that you or your child(ren) will not become infected with COVID-19. Further, attending Sharon Clark's Volleyball Camps 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 camp 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, along with but not limited to MRSA, and influenza at the camps may result from the actions, omissions, or negligence of myself and others, including, but not limited to, Camp Directors, Coaches, Athletes, 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 Camp or participation in Camp programming ("Claims").

On my behalf, and on behalf of my child(ren), I hereby release, covenant not to sue, discharge, and hold harmless Global Movement, its employees, agents, representatives, Sharon Clark's Volleyball Camps, and representatives, of and from the Claims, including all liabilities, claims, actions, damages, costs or expense of any kind arising out of or relating thereto.

I have read this release and waiver of liability, assumption of risk, and indemnity agreement, fully understand its terms, understand that I have given up substantial rights by signing it, and have signed it freely and voluntarily without any inducement, assurance or guarantee being made to me and intend my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law.

I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of Global Movement, and Sharon Clark's Volleyball camps, its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation in any camp activity. I understand that by signing this document I am waiving certain legal rights, including the right to sue Global movement, Sharon Clark's Volleyball camps and its staffers, and Butler University. I sign this document freely and willingly.

Note: by signing this agreement, you acknowledge, understand, and agree that if you do not fill out the google survey sent out at the beginning of camp marking down your child(ren) temperature each day before camp your child(ren) will have to sit out of camp that day or picked up until their temperature is taken.

Camper's Name: _____

Parent or Guardian Signature: _____

Date: _____

COVID-19 Compliance, Liability Waiver, and Assumption of the Risk

I, _____, am the parent or guardian of a minor child who has requested to participate in the [INSERT NAME OF EVENT] (“the Event”) at Butler University (“University”). I understand and acknowledge that my child is not required to participate in the Event and that my child’s participation is wholly voluntary. In consideration of the University’s agreement to permit my child to participate in the Event, the receipt and sufficiency of which consideration is acknowledged, I agree as follows:

The novel coronavirus, COVID-19, is a highly infectious, life-threatening disease declared by the World Health Organization to be a global pandemic. There is no current vaccine for COVID-19. COVID-19’s highly contagious nature means that close contact with others, contact with respiratory droplets from an infected individual, or contact with surfaces that have been exposed to the virus, can lead to infection. Additionally, individuals who may have been infected with COVID-19 may be asymptomatic for a period of time, or may never become symptomatic at all. Because of its highly contagious and sometimes “hidden” nature, it is currently very difficult to control the spread of COVID-19 or to determine whether, where, or how a specific individual may have been exposed to the disease.

I understand that the University has put in place new safety rules and precautions in order to mitigate the spread of COVID-19, which rules and precautions may be updated at any time. While acknowledging that these rules and precautions may or may not be effective in mitigating the spread of COVID-19, I agree to comply with such rules and precautions and agree that my child shall also comply with such rules and precautions which may include, but are not limited to, mask wearing, hand washing, hand sanitizing, and social distancing. I understand that if either me or my child fail to comply with these rules and precautions, it could result in my child being dismissed from the Event without possibility of return or refund.

I agree that if my child is exhibiting symptoms of acute respiratory illness, a fever of 100.4°F or higher, or signs of a fever, my child will not come on campus for Event until they have been fever-free for 72 hours without the use of medication. In the event my child is directed by a medical professional or I determine based on my own judgment to have my child self-quarantine due to COVID-19 symptoms, I will notify _____ at University.

By signing this agreement, I acknowledge the contagious nature of COVID-19, the fact that it can be difficult to identify in another, and the inherent risks of exposure at the University to those who may be infected with COVID-19. I voluntarily assume the risk that me or my child may be exposed to or infected by COVID-19 by being present on the campus of University for the Event and that such exposure or infection may result in personal injury, illness, permanent disability, and/or even death.

I understand and acknowledge that given the unknown nature of COVID-19, it is not possible to fully list each and every individual risk of contracting COVID-19. I understand that the risk of me or my child becoming exposed to or infected by COVID-19 at University may result from the actions, omissions, or negligence of myself and others, including, but not limited to, University trustees, employees, agents, contractors, volunteers, and students. I acknowledge that the University is an open campus, which limits the University’s ability to control students and visitors on campus. I recognize that the University cannot limit all potential sources of COVID-19 infection. I acknowledge that I have asked for and/or been given any information that I may need to determine the risks associated with the Event and to make an informed assumption of those risks.

By signing this agreement, I also acknowledge that limited Personal Protective Equipment (“PPE”), which may include face masks, may be required by University. I understand that we are required to wear certain PPE while on campus. I understand that the use of PPE does not remove all risks of illness, nor does it make it inherently safe to return to campus. I alone have to determine the sufficiency of any PPE or other precautions that I decide to take on my own behalf and that of my minor child to minimize the risks of returning to campus. No party related to University, including any officer, employee, agent, volunteer, or student, has made any representations to me regarding the safety of, or the risks of, returning to campus that I have relied upon. I have relied instead on my own judgment as to whether to undertake the risks to both myself and my child. I expressly acknowledge that my choice of PPE is at my discretion and that neither the University, nor its officers, employees, agents, volunteers or students has any liability for my choice of PPE.

I voluntarily assume full responsibility for any and all risks of illness or injury associated with the Event and possible exposure to COVID-19, as well as from use of any protective equipment, including face masks, which the University may voluntarily provide to me or my child. I completely absolve the University, its trustees, officers, employees, agents, and contractors and any and all legal or financial responsibility, including, but not limited to, any personal injury, disability, illness, damage or death from exposure to COVID-19, including medical and hospital expenses, whether such exposure occurs before, during or after the Event on the campus of University. Also, I agree, on behalf of myself, my personal representatives and heirs, and as the parent and legal guardian of child to not to make any type of legal or equitable claim against University, or any of its trustees, officers, employees, agents or contractors with respect to any exposure I or my child may have to COVID-19, whether or not it arises through the negligence, omission, default or other action of anyone affiliated with the University, including students. I further agree that if any such claim is made, I will indemnify and defend University with respect to any such claim.

I HAVE READ AND UNDERSTAND THIS AGREEMENT AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I MAY BE WAIVING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE ON MY OWN BEHALF AND ON BEHALF OF MY MINOR CHILD. THIS AGREEMENT SHALL BE BINDING UPON ME AND MY CHILD AND OUR HEIRS, LEGAL REPRESENTATIVES, AND ASSIGNS, AND SHALL INURE TO THE BENEFIT OF THE UNIVERSITY AND ITS SUCCESSORS AND ASSIGNS.

I agree that this Waiver and Release Agreement is governed by the laws of the State of Indiana and is intended to be as broad and inclusive as permitted by the laws of the State of Indiana. If any portion hereof is held invalid, I agree that the balance shall, notwithstanding, continue in full legal force and effect. I agree that exclusive jurisdiction concerning this Waiver and Release Agreement shall be in the Superior Court of Marion County, Indiana or in the U.S. District Court for the Southern District of Indiana.

By signing this Waiver and Release Agreement, I acknowledge and represent that I have read this entire document, that I understand its terms and provisions, that I understand it affects my legal rights and those of my minor child, that it is a binding agreement, and that I have signed it knowingly and voluntarily.

PARENT OR LEGAL GUARDIAN:

DATE:

NAME OF MINOR CHILD:

DATE:

Camper's Name _____

Date _____

Camp Attending: _____ AM only or Full Day

Summer Sport Camp Medical History Questionnaire

INSTRUCTIONS: Circle the appropriate answer. Please elaborate yes answers in provided space.

- Yes No 1. Does your child have any type of allergies to food, medications, or insects?
- Yes No 2. Is your child currently being treated for diabetes or been told that she/he has diabetes?
- Yes No 3. Has your child ever been told that she/he has a heart murmur?
- Yes No 4. Has your child ever been treated for any heart or circulatory system problem?
- Yes No 5. Has your child been "knocked out" or experienced a concussion in the last year?
Please give dates and severity of condition. History of seizures of any kind?
- Yes No 6. Are there any long term effects from head injury?
- Yes No 7. Does your child wear contact lenses or glasses for athletic participation?
- Yes No 8. Has your child had any sprains, strains, fractures, etc. which required medical attention.
- Yes No 9. Has your child had any surgeries of any kind in the last year?
- Yes No 10. Has your child ever been told that she/he has a hernia?
- Yes No 11. Are there any other medical conditions or health problems which should be discussed?
- Yes No 12. Is your child currently on any medication that will need to be administered at camp? EXPLAIN.
- Yes No 13. Has your child had a fever of 100.4 or above in the last 21 days?
- Yes No 14. Has your child been exposed to anyone who has had the novel COVID-19 virus recently?
- Yes No 15. Has your child had any symptoms related to the novel COVID-19 virus in the past three weeks?
- Yes No 16. Has your child tested positive to COVID-19? If yes, provide date of negative test result.

Please explain "yes" answers also, is there any reason your son/daughter cannot participate fully in camp?

_____ I understand the above questions and have answered them completely and truthfully to the best of my ability
_____ I give permission for any necessary medical attention to be given to my son or daughter in the even that an
injury or illness should occur while participating in a summer sports camp at Butler University. I understand that
if my child suffers a serious injury which may require advanced medical care he/she may be transported to a local
Hospital for appropriate care.

Parent or Guardian Signature _____

Father's Name (print) _____

Mother's Name (print) _____

Home Phone # _____

Home Phone # _____

Work Phone # _____

Work Phone # _____

Family Doctor _____

Office Phone # _____

Name and phone # of whom should be called in even that you cannot be reached?