

**ASSUMPTION OF RISK AND WAIVER OF LIABILITY**

Student's Name ("Student"): \_\_\_\_\_ Grade \_\_\_\_\_  
Address: \_\_\_\_\_ Home Phone: \_\_\_\_\_  
Parent/Guardian: \_\_\_\_\_ Work Phone: \_\_\_\_\_  
Address (if not living with Student): \_\_\_\_\_  
In case of emergency, contact: \_\_\_\_\_ Phone: \_\_\_\_\_  
Team(s): \_\_\_\_\_

By its very nature, \_\_\_\_\_, including tryouts ("Team Activity"), may put students in situations in which serious catastrophic and perhaps fatal accidents may occur. Students and parents must assess the risks involved in such participation and make their choice to participate in spite of those risks. No amount of instruction, precaution, or supervision will totally eliminate the risk of injury. The importance of your awareness of these risks in determining whether or not to allow your child to participate cannot be overstated.

Team Activities contain potential risks of harm or injury, including harm or injury that may lead to permanent or serious physical injury to the Student, including paralysis, brain injury, or death. Further, SARS-CoV-2, the virus causing the COVID-19 illness, is extremely contagious and is believed to spread mainly from person-to-person contact and through respiratory droplets. COVID-19 may also be spread from asymptomatic or pre-symptomatic individuals. Spread is more likely when people are in close contact with one another (within about 6 feet). Evidence has shown that COVID-19 can cause serious and potentially life threatening illness and even death, including, but not limited to, complications such as respiratory failure, acute respiratory distress syndrome, cardiac injury, liver injury, infections, among other known and unknown illness and injury. Participation in Team Activities includes possible exposure to and illness from infectious diseases including but not limited to MRSA, influenza, and COVID-19 and potentially then infecting other individuals, such as household members. The risks identified in the preceding sentences of this paragraph shall hereinafter be referred to collectively as "Injuries".

While particular rules and personal discipline may reduce this risk, the risk of Injuries does exist from participating in Team Activities. In particular, participating in Team Activities with other individuals, in any capacity during this time of pandemic, holds an inherent risk of Student becoming infected. The District cannot prevent your student from becoming exposed to, contracting, or spreading COVID-19 while participating in Team Activities. Therefore, if you choose to allow Student to participate in Team Activities, Student may be exposed and/or may contract COVID-19. Please consult Student's primary care physician about this risk and any increased risk that may be caused by any pre-existing health conditions Student may have, prior to participating in Team Activities.

Injuries might arise from the Student's actions or inactions, the actions or inactions of another student or participant in a Team Activity, or the actual or alleged failure by District employees, agents or volunteers to adequately coach, train, instruct, or supervise Team Activities. Injuries might also arise from an actual or alleged failure to properly maintain, use, repair, or replace physical facilities or equipment available for Team Activities. Injuries might also arise from undiagnosed, improperly diagnosed, untreated, improperly treated, or untimely treated actual or potential physical conditions or Injuries, whether or not caused by or related to the Student's participation in Team Activities. All such risks are deemed to be inherent to the Student's participation in Team Activities. The Student and undersigned adult further understand that Team Activities and transportation to and/or from Team Activities are "field trips" for which the District has immunity from liability pursuant to Education Code Section 35330.

Students will be instructed in proper techniques and in the proper utilization of all equipment or work used in practice and competition. Students must adhere to that instruction and utilization and must refrain from improper uses and techniques. No Amount of instruction, precaution, and supervision can eliminate all risk of injury, including serious injury. Some of the injuries/illnesses which may result from participating in these activities include, but are not limited to, the following:

- |                             |                            |
|-----------------------------|----------------------------|
| 1. Sprains/strains          | 7. Loss of eyesight        |
| 2. Fractured bones          | 8. Communicable diseases   |
| 3. Unconsciousness          | 9. Internal organ injuries |
| 4. Head and neck injuries   | 10. Brain damage           |
| 5. Neck and spinal Injuries | 11. Death                  |
| 6. Paralysis                | 12. COVID-19               |

**ACKNOWLEDGMENT AND ASSUMPTION OF POTENTIAL RISK**

**ATHLETICS WAIVER FORM  
LODI UNIFIED SCHOOL DISTRICT**

**I have read and understood the above warning concerning Injuries and COVID-19 in particular.** I hereby knowingly and voluntarily accept and assume the risk that Student may be exposed to, infected by, and/or contract COVID-19 by Student participating in Team Activities and that such exposure or infection may result in quarantine, personal injury, illness, permanent disability, and/or death. I authorize Student to participate in the Team Activities. I have read this form in its entirety and understand its contents. I understand that it is my obligation to ask questions about anything I do not understand.

I understand and acknowledge that participation in Team Activities is completely voluntary is not required by District for course credit or for completion of graduation requirements. I understand and acknowledge that District cannot guarantee Student's safety from Injuries and COVID-19 in particular while participating in Team Activities. I understand that District has made no representations regarding the safety of participating in Team Activities. I agree to assume financial responsibility for medical costs and expenses incurred as a result of any Injury sustained by Student while participating in Team Activities.

To the fullest extent allowed by law, the Student and the undersigned fully assume all such risks and waive and release any potential future claim related to Student's participation in Team Activities that we might otherwise have been able to assert against the District and any Board Member, employee, agent, representative, or volunteer of the District ("Released Parties"), including any claim that could otherwise have been made on behalf of the Student or any parent, administrator, executor, trustee, guardian, assignee or family member. I understand, acknowledge, and agree that the District and Released Parties shall not be liable for any injury/illness suffered by my child which is incident to and/or associated with preparing for and/or participating in the Team Activities.

**BY SIGNING BELOW: (1) I AM GIVING UP SUBSTANTIAL ACTUAL OR POTENTIAL RIGHTS IN ORDER TO ALLOW STUDENT TO PARTICIPATE IN TEAM ACTIVITIES; (2) I HAVE SIGNED THIS AGREEMENT WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE, AND WITH FULL APPRECIATION OF THE RISKS INHERENT IN TEAM ACTIVITIES; (3) I HAVE NO QUESTION REGARDING THE SCOPE OR INTENT OF THIS AGREEMENT; (4) I AS A STUDENT, OR AS A PARENT OR LEGAL GUARDIAN, HAVE THE RIGHT AND AUTHORITY TO ENTER INTO THIS AGREEMENT, AND TO BIND MYSELF, THE STUDENT, AND ANY AND ANY OTHER FAMILY MEMBER, PERSONAL REPRESENTATIVE, ASSIGN, HEIR, TRUSTEE, OR GUARDIAN TO THE TERMS OF THIS AGREEMENT AND I HAVE EXPLAINED THIS AGREEMENT TO THE STUDENT, WHO UNDERSTANDS HIS/HER OBLIGATIONS.**

I acknowledge that I have carefully read this ASSUMPTION OF RISK AND WAIVER OF LIABILITY and that I understand and agree to the terms. I understand that I have given up substantial rights by signing it, and sign it freely and voluntarily without any inducement. By signing below, I acknowledge that I understand and accept the risks set forth herein and authorize the Student to participate in the Team Activities.

Name of Student: \_\_\_\_\_

Student signature: \_\_\_\_\_

Date signed: \_\_\_\_\_

**FOR STUDENTS OF MINORITY AGE (UNDER AGE 18 AT THE TIME OF PARTICIPATION IN TEAM ACTIVITIES)**

Parent/Guardian \_\_\_\_\_ Date \_\_\_\_\_

Parent/Guardian \_\_\_\_\_ Date \_\_\_\_\_

A signed WAIVER must be on file with the District before a student will be allowed to participate in the above extra-curricular activities.