

WAIVER FORM

Keystone Oaks United Soccer (hereinafter "Private Organization") intends to utilize the facilities of the Keystone Oaks SCHOOL DISTRICT (hereinafter "District") for activities which are being conducted by said Private Organization on the property of the District, and in consideration for utilizing the District's facilities, Private Organization agrees as follows:

1. PRIVATE ORGANIZATION UNDERSTANDS THAT ENGAGING IN ACTIVITIES ON THE PROPERTY OF THE DISTRICT MAY BE DANGEROUS, particularly with respect to the recent COVID-19 Pandemic and the potential transmission of said virus resulting from participation in said activity, and further understand that participants could be injured even if this activity is conducted with due care by all concerned.

2. PRIVATE ORGANIZATION IS FULLY AWARE OF THE RISKS and hazards inherent in engaging in this activity on District property, particularly with respect to the recent COVID-19 Pandemic and the potential transmission of said virus resulting from participation in said activity. Private Organization voluntarily elects to engage in this activity, that this activity is such that may cause injury or death to the participants even if the Private Organization or the District utilize due care. Private Organization also acknowledges that the District is not guarantor of the participant's safety. PRIVATE ORGANIZATION, THEREFORE, VOLUNTARILY ASSUMES ALL RISKS OF LOSS, DAMAGE, INJURY, DISABILITY, OR DEATH TO THE PARTICIPANTS ARISING OUT OF THEIR PARTICIPATION IN ANY SUCH ACTIVITY OCCURRING ON DISTRICT PROPERTY, PARTICULARLY WITH RESPECT TO THE RECENT COVID-19 PANDEMIC AND THE POTENTIAL TRANSMISSION OF SAID VIRUS.

3. Private Organization agrees that it shall abide by all guidelines promulgated by the Center for Disease Control (CDC) related to the usage of the pertinent facility and shall abide by all regulations pertaining to social distancing, hygiene practices, and masking requirements. Private Organization understands that the District reserves the right to eject Private Organization and its members and/or participants from the District's property if Private Organization fails to abide by these guidelines.

4. It is Private Organization's intent by this clause to exempt and relieve District, its directors, officers, members, employees, representatives, and agents, from any and all liability for personal injury, disability, wrongful death, or property damage arising out of Private Organization or its participants' involvement in this activity, particularly with respect to the recent COVID-19 Pandemic and the potential transmission of said virus resulting from participation in said activity.

5. Further, Private Organization HEREBY RELEASES, WAIVES, AND DISCHARGES the District, its directors, officers, members, employees, representatives, or agents, for any loss or damage and any claims or demands therefore on account of injury, disability, property damage, or death to Private Organization and its participants, where such injury, disability, property damage, or death occurs during, by reason of, or arising out of this activity, particularly with respect to the recent COVID-19 Pandemic and the potential transmission of said virus resulting from participation in said activity.

6. Moreover, PRIVATE ORGANIZATION INDEMNIFIES, HOLDS HARMLESS, AND PROMISES NOT TO SUE THE DISTRICT, its directors, officers, members, employees, representatives, and agents with respect to any and all liabilities or claims for personal injury, disability, or death, particularly with respect to the recent COVID-19 Pandemic and the potential transmission of said virus resulting from participation in said activity, arising out of Private Organization and its' participants participation in this activity, whether caused by Private Organization's own negligence, the negligence of the participants, the negligence of the released or otherwise.

7. This waiver and release of liability shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.

I CERTIFY THAT I HAVE READ THIS DOCUMENT, AND I FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT AND I SIGN IT OF MY OWN FREE WILL.

Name: _____

Relationship to Private Org.: _____

Signature: _____

Date: _____