



## **2022 SARS-CoV-2 and COVID-19 ASSUMPTION OF RISK, WAIVER AND RELEASE OF LIABILITY AGREEMENT**

Inherent in participation in sporting activities such as surfing, whether as an athlete, a volunteer or a spectator, are certain hazards and dangers, including, but not limited to, those risks, inherent or otherwise, detailed in the Disclaimer, Assumption of Risk and Waiver agreement, which you signed during the registration process for this year.

In addition to those risks set out in the Disclaimer, Assumption of Risk and Waiver agreement, which you have willingly and voluntarily assumed, we are all now grappling with the effects of the ongoing pandemic brought about by the novel coronavirus SARS-CoV-2, and COVID-19, the highly contagious infectious disease caused by this newly identified virus.

In many cases of people who become infected, COVID-19 causes a mild respiratory illness similar to influenza. In some individuals, including those who may have asthma, diabetes or other underlying health problems, it can lead to a severe respiratory condition that requires hospitalization. In the United States alone, the current pandemic has resulted in over 1.7 million confirmed coronavirus cases and, sadly, more than 101,000 deaths.

Notably, people can be without symptoms (asymptomatic) despite having a SARS-CoV-2 infection. This means that they can still spread the virus to others even though they do not feel unwell. This makes COVID-19 potentially dangerous, as it is highly infectious. Moreover, there currently are no vaccines or drugs approved to treat or prevent COVID-19.

Please understand that despite all the precautions that you, other participants, Urban Surf 4 Kids as a whole and/or your "US4K Hanai Mentoring Group or other US4K Program" may take to combat novel coronavirus or COVID-19 (collectively, "COVID-19") such as, for example, hand cleaning, social distancing, equipment cleaning, minimizing the use of shared objects between individuals, and other acts of vigilance against COVID-19, Urban Surf 4 Kids cannot guarantee your health or safety, and you may still be exposed to COVID-19, including, without limitation, through touching surf boards and other equipment, playing in public parks and spaces, participating in outings and activities, and through direct and/or indirect interactions with other youth, volunteers, mentors, or individuals who have COVID-19, have been exposed to COVID-19 or individuals who may be carrying the COVID-19 virus, but do not exhibit any symptoms of that disease.

Consequently, on behalf of yourself and your child, guarantees cannot be made about your health or safety relative to COVID- 19, notwithstanding any precautions taken. By registering to participate or volunteer, and accessing the programming in your US4K activity, you, on behalf of yourself or participating child, and on behalf of all persons who reside with you and with your child, as well as your heirs, beneficiaries, representatives, successors and assigns:

Knowingly and voluntarily assume all risks and dangers, known and unknown, that are associated with any exposure to COVID-19, including, but not limited to, suffering any type of medical condition, illness and, potentially, death;

Acknowledge that your use of and/or participation in the programming of Urban Surf 4 Kids, could result in you contracting COVID-19, respiratory failure, death, and/or the transmission of COVID-19 to family or household members and others who may also suffer these affects;

Knowingly and voluntarily waive, release, covenant not to sue, and forever discharge, and agree to indemnify and hold harmless, US4K, its youth, parents, volunteers, subsidiaries and other affiliates, and its and their respective officers, directors, members, employees, contractors, agents, representatives, successors and assigns (the "US4K Parties") from any and all liability, damages, losses, suits, demands, causes of action (including, without limitation, negligence), or any other claims of any nature whatsoever, arising out of, or relating in any way to, your use of and/or participation in the programming of US4K and US4K programs and any potential or actual exposure to COVID-19, to the maximum extent permitted by law; and agree to abide by the directives and guidelines in effect in your state, county and community to disrupt the spread of COVID-19.

You can find more information, updates and resources on COVID-19 by accessing the city, county or other municipal web sites in your area, and by going to the Centers for Disease Control and Prevention at <https://www.cdc.gov>.

You will also find Urban Surf 4 Kids specific guidance and protocols available at each outing.

DATED: \_\_\_\_\_

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[Signature]

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[Print Name]