COMMUNICABLE DISEASE
RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT

In consideration of being allowed to participate in any way in any program, related events and/or activities (collectively, the "Programs") of Deschutes Academy and Futbol Club dba Bend FC Timbers (the "Club"), I the undersigned, acknowledge, appreciate, and agree that:

I am aware there are risks to me of exposure, directly or indirectly, to a communicable disease, including but not limited to, the virus "severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2)," which is responsible for the Coronavirus Disease (COVID-19) and/or any mutation or variation thereof. This means, for example, that if I participate in any Club Program, I may become infected with COVID-19 or an associated virus or disease.

I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, **HEREBY RELEASE, INDEMNIFY, AND HOLD HARMLESS THE CLUB**, its officers, officials, agents and/or employees, other participants, sponsors, advertisers, and, if applicable, owners and lessors of premises used to conduct any Club Program (collectively, the "RELEASEES"), from any and all claims, demands, losses, and liability arising out of or related to any **ILLNESS**, **INJURY, DISABILITY OR DEATH** that I may suffer related to SARS-CoV-2 or COVID-19 or any other communicable disease, **WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE,** to the fullest extent permitted by law.

I also understand that I will be asked to comply with certain special rules of the Club pertaining to COVID-19 and any other communicable diseases in order to participate in a Club Program, and that I will comply with any and all rules implemented by the Club. This will include, for example, my agreement to not participate in any Club Program if I show signs of being infected by COVID-19 or of being exposed to COVID-19.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

X_____ _____ _____

Participant's Signature Age Date

Name of Participant (print): _____ ("Participant")

<u>FOR PARENTS/GUARDIANS OF PARTICIPANT OF MINOR AGE (UNDER AGE 18 AT TIME OF REGISTRATION)</u>

This is to certify that I, as parent/guardian with legal responsibility for Participant, do consent and agree to his/her release as provided above of all the Releasees, and, for myself, my heirs, assigns, and next of kin, I release and agree to release, indemnify and hold harmless the Releasees from any and all liability incidents to my minor child's involvement or participation in any Club Programs as provided above, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES, to the fullest extent permitted by law.

I also understand that I, directly and on behalf of Participant, will be asked to comply with certain special rules of the Club pertaining to COVID-19 and any other communicable diseases in order for the participant to participate in any Club Programs, and that I will comply with any and all rules implemented by the Club. This will include, for example, my agreement to not allow Participant to participate in any Program if he/she show signs of being infected by COVID-19 or of being exposed to COVID-19.

X_____ _____ _____

Parent/Guardian Signature Date Emergency Phone Number(s)

Name of Parent/Guardian (print): _____