

**ASSUMPTION OF RISK, RELEASE AND WAIVER OF LIABILITY, AND INDEMNITY AGREEMENT
RELATING TO COVID-19 EXPOSURE, COVID-19 LIABILITY, AND COVID-19 RISKS FOR
BAKER SCHOOL DISTRICT 5J APPROVED COACHES DURING SUMMER CAMPS**

The persons to whom this Agreement applies are, as follows:

Coach Name- _____

IN CONSIDERATION for myself being permitted to utilize the services, utilize the facilities and/or participate in the programs of Baker School District 5J (the "Organization"), including, but not limited to, coaching or use of facilities or equipment, during summer programs affiliated with the Organization, the undersigned, on behalf of himself or herself and any personal representatives, heirs, and next of kin (hereinafter referred to as "the undersigned") hereby acknowledges, agrees and represents that he or she has inspected and carefully considered such premises, equipment, and facilities and has considered the Organization's programs and that the undersigned finds and accepts same as being safe and reasonably suited for the use or participation by the undersigned. In addition, the undersigned acknowledges that novel coronavirus ("COVID-19") infections have been confirmed throughout the United States, including several cases in the undersigned's own State and locality. In accordance with the most recent guidance and recommendations issued by the, Center for Disease Control (CDC), National Federation of High Schools (NFHS), Oregon School Activities Association (OSAA), the Oregon Department of Education (ODE), and the Oregon Health Authority (OHA) for slowing the transmission of COVID 19, the undersigned hereby agrees, represents, and warrants that the undersigned shall not visit or utilize the facilities, services, and/or programs of the Organization (other than any exclusively online services and programs) within 14 days after (i) returning from highly impacted areas subject to a CDC Level 3 Travel Health Notice, (ii) exposure to any person returning from areas subject to a CDC Level 3 Travel Health Notice, or (iii) exposure to any person who has a suspected or confirmed case of COVID-19. The CDC Travel Health Network is continuously updating this list and the undersigned agrees that they are aware of this list and the countries listed. The undersigned agrees to check on a daily basis the CDC Travel Health Notices list at (<https://www.cdc.gov/coronavirus/2019-ncov/travelers/index.html>) prior to participating in or utilizing the facilities, services, and programs of the Organization. The undersigned hereby agrees, represents, and warrants that he or she shall not participate in, visit or utilize the facilities, services, and/or programs of the Organization if he or she (i) experiences symptoms of COVID-19, including, without limitation, fever, cough, loss of sense of taste or smell, or shortness of breath, or (ii) has a suspected or diagnosed/confirmed case of COVID-19. The undersigned agrees to notify the Organization immediately if he or she believes that any of the foregoing access/use restrictions may apply.

The Organization has taken certain steps to implement certain recommended guidance and recommendations issued by public health agencies for slowing the transmission of COVID-19,

including, without limitation, the access/use restrictions set forth above. The undersigned acknowledges and agrees that the Organization may revise its procedures at any time based on updated recommended guidance and recommendations issued by public health agencies and further agrees to comply with the Organization's revised procedures prior to utilizing the facilities, services, and/or prior to participating in the programs of the Organization. The undersigned further acknowledges and agrees that, due to the nature of the programs offered by the Organization, social distancing of 6 feet per person among student-athletes and their fellow participants or others is challenging in the best circumstances. The undersigned fully understands and appreciates both the known and potential dangers of participating in the program of the Organization and acknowledges that use thereof by the undersigned and/or such participating student-athletes may, despite the Organization's reasonable efforts to mitigate such dangers, result in exposure to COVID-19, which could result in quarantine requirements, serious illness, disability, and/or death.

IN FURTHER CONSIDERATION OF BEING PERMITTED TO PARTICIPATE IN THE ORGANIZATION'S PROGRAMS, THE UNDERSIGNED HEREBY AGREES TO THE FOLLOWING: THE UNDERSIGNED HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE the Organization or the State of Oregon, or any of their respective coaches, directors, employees, volunteers and agents, or any of the fellow participants or their family members or guests from all liability to the undersigned or such participating student-athletes and all personal representatives, assigns, heirs, and next of kin of the undersigned or such participating student-athletes for any loss or damage, and any claim or demands on account of any property damage or any injury to, or an illness or the death of, the undersigned (or any person who may contract COVID-19, directly or indirectly, from the undersigned) whether caused by the negligence, active or passive, of the Organization or otherwise while the undersigned or such participating children are in, upon, or about the premises or any facilities or using any equipment of or participating in any program of or affiliated with the Organization.

THE UNDERSIGNED HEREBY AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS the Organization, the Oregon Department of Education, or any of their respective directors, volunteers and agents, and each of them, from any loss, liability, damages or costs they may incur, whether caused by the Organization's negligence, active or passive, or otherwise while the undersigned is participating in any program of the Organization or in, upon, or about the premises or any facilities or equipment affiliated with the Organization. The undersigned understands and agrees that the Organization is not required to provide insurance to cover the undersigned in the event they suffer illness, injury, death, property loss, theft or damage of any sort upon, or about the premises or any facilities or equipment therein or while participating in any program affiliated with the Organization.

The undersigned agrees and acknowledges that use of the Organization facilities and services, and participation in the Organization programs, may involve inherent danger and risk, including, without

limitation, the risk of physical illness or injury, death or property damage. THE UNDERSIGNED HEREBY ASSUMES FULL RESPONSIBILITY FOR, AND RISK OF ILLNESS, BODILY INJURY, DEATH OR PROPERTY DAMAGE to the undersigned or such participating children due to negligence, active or passive, or otherwise while in, about or upon the premises of the Organization and/or while using the premises or any facilities or equipment thereon and/or while participating in or observing any program affiliated with the Organization. The undersigned acknowledges that any illness or injuries that the undersigned or such participating children contract or sustain may be compounded by negligent first aid or emergency response of the Releasees and waive any claim in respect thereof.

THE UNDERSIGNED further expressly agrees that the foregoing ASSUMPTION OF RISK, RELEASE AND WAIVER OF LIABILITY, AND INDEMNITY AGREEMENT is intended to be as broad and inclusive as is permitted by the laws of the State in which the undersigned resides or participates and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

I HAVE CAREFULLY READ AND VOLUNTARILY SIGN THIS ASSUMPTION OF RISK, RELEASE AND WAIVER OF LIABILITY, AND INDEMNITY AGREEMENT AND FURTHER AGREE THAT NO ORAL REPRESENTATIONS, STATEMENTS OR INDUCEMENT APART FROM THE FOREGOING WRITTEN AGREEMENT HAVE BEEN MADE. I AM AWARE THAT BY AGREEING TO THIS AGREEMENT I AM GIVING UP VALUABLE LEGAL RIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES FROM THE ORGANIZATION IN CASE OF ILLNESS, INJURY, DEATH OR PROPERTY LOSS OR DAMAGE, INCLUDING, AND WITHOUT LIMITATION, EXPOSURE TO COVID-19 AT ANY ORGANIZATION FACILITY OR DURING PARTICIPATION IN ANY PROGRAM AND ANY ILLNESS, INJURY OR DEATH RESULTING THEREFROM. I UNDERSTAND THAT THIS DOCUMENT IS A PROMISE NOT TO SUE AND A RELEASE OF AND INDEMNIFICATION FOR ALL CLAIMS.

I have read and understand the terms of this Assumption of Risk, Release and Waiver of Liability, and Indemnity Agreement and agree to its terms.

Coach Signature - _____