



# Upland Sports Arena

1721 W. 11th St, Upland, CA 91786 (909) 985-7903

## RELEASE AND WAIVER OF LIABILITY and AGREEMENT TO INDEMNIFY RE COVID-19

(MUST BE COMPLETED AND SIGNED BEFORE PLAYING)

### UPLAND ARENA SPORTS LLC PARTICIPANT REGISTRATION/ WAIVER FORM

**Adult Participant /Parent Name:** \_\_\_\_\_ **Birth Date:** \_\_\_\_\_  
**Address:** \_\_\_\_\_ **City:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip:** \_\_\_\_\_  
**Phone:** \_\_\_\_\_ **Alt Phone:** \_\_\_\_\_  
**Email Address:** \_\_\_\_\_ (your email address is your Member Login for schedules, etc.)

### RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AND PARENTAL CONSENT AGREEMENT ("AGREEMENT")

IN CONSIDERATION of being permitted to participate in any way and to participate in its activities and to use its equipment and facilities at in Upland Sports Arena, Upland Sports Arena LLC, , hereinafter collectively referred to as ("THE ARENA") activities ("Activities") I, for myself for personal representatives, assigns, heirs, estate and next of kin:

ACKNOWLEDGE, agree, and represent that I understand the nature of Upland Sports Arena Activities and that I am qualified, in good health, and in proper physical condition to participate in such activities. I further agree and warrant that is any time I believe conditions to be unsafe, I will immediately discontinue further participation in the Activity.

In addition, the undersigned acknowledges that the novel coronavirus ("COVID-19") infections have been confirmed throughout the United States, including cases in the State of California and in San Bernardino and Los Angeles County. IN accordance with the most recent guidance and protocols issued by the World Health Organization (WHO), the Centers for Disease Control and Prevention (CDC), the California Department of Public Health (CDPH), and the San Bernardino County Department of Public Health (SBCDPH), for slowing the transmission of COVID-19, the undersigned hereby agrees, represents and warrants neither the undersigned nor such participating children shall visit or utilize THE ARENA or its activities 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 the CDD Travel Health Notices list (<https://www.cdc.gov/coronavirus/2019-ncov/travelers/index.html>) prior to utilizing THE ARENA and the Activities offered. The undersigned hereby agrees, represents, and warrants that neither the undersigned or participating children shall visit or utilize the facilities, services or programs of THE ARENA if he or she (i) experiences symptoms of COVID-19, including, without limitation, fever, cough or shortness of breath, or (ii) has a suspected diagnosed/confirmed case of COVID-19. The undersigned further agrees to notify THE ARENA immediately if he or she believes that any of the foregoing access/use restrictions may apply.

THE ARENA has taken certain steps to implement recommended guidance and protocols issued by the 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 ARENA may revise its procedures at any time based on updated recommended guidance and protocols issued by the Public Health Agencies and further agrees to comply with THE ARENA's revised procedures

prior to utilizing the facilities, services and programs of THE ARENA. The undersigned further acknowledges and agrees that, due to the nature of Activities, social distancing and wearing of masks may not be possible for participants. The undersigned fully understands and appreciates both the known and potential dangers of utilizing THE ARENA and its activities and acknowledges that use thereof by the undersigned and/or such participating children may, despite THE ARENA'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 ENTER THE ARENA FOR ANY PURPOSE INCLUDING, BUT NOT LIMITED TO, OBSERVATION OR USE OF ARENA OR PARTICIPATING IN ACTIVITIES, THE UNDERSIGNED HEREBY AGREES TO THE FOLLOWING.

THE UNDERSIGNED HEREBY RELEASE, DISCHARGE, AND COVENANT NOT TO SUE UPLAND SPORTS ARENA, their respective administrators, directors, agents, officers, members, volunteers, and employees, other participants, any sponsors, advertisers, and, if applicable, owner and lessors of premises on which the Activity takes place, (each considered one of the "RELEASES" herein) 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 such participating children ( or any person who may contract COVID-19, directly or indirectly, from the undersigned or such participating children) whether caused by the negligence, active or passive, of THE ARENA or otherwise while the undersigned or such participating children are in , upon, or about the premises or any facilities or equipment therein. The undersigned expressly and knowingly waives all rights under California Civil Code Section 1542, which provides:

**" A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY"**

I HAVE READ THE AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND HAVE SIGNED IT FREELY AND WITHOUT INDUCEMENT OR ASSURANCE OF ANY NATURE AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT.

**Signature of Adult Participant:** \_\_\_\_\_ **Date:** \_\_\_\_\_

AND I, THE MINOR'S PARENT AND/ OR LEGAL GUARDIAN, UNDERSTAND THE NATURE OF UPLAND SPORTS ARENA ACTIVITIES AND THE MINOR'S EXPERIENCE AND CAPABILITIES AND BELIEVE THE MINOR TO BE QUALIFIED, IN GOOD HEALTH, AND IN PROPER PHYSICAL CONDITION TO PARTICIPATE IN SUCH ACTIVITY. I HEREBY RELEASE, DISCHARGE, COVENANT NOT TO SUE, AND AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS EACH OF THE RELEASEE'S FROM ANY LOSS OR DAMAGE AND ANY CLAIM OR DEMANDS ON ACCOUNT OF ANY PROPERTY DAMAGE OR ANY INJURY TO OR AN ILLNESS OR DEATH OF DUE TO CONTRACTION OF COVID-19, WHETHER DIRECTLY OR INDIRECTLY FROM THE ARENA.

**Minor's Name (1):** \_\_\_\_\_ **Birth Date:** \_\_\_\_\_

**Minor's Name (2):** \_\_\_\_\_ **Birth Date:** \_\_\_\_\_

**Minor's Name (3):** \_\_\_\_\_ **Birth Date:** \_\_\_\_\_

**Signature of Parent/ Guardian:** \_\_\_\_\_ **Date:** \_\_\_\_\_