

ASSUMPTION OF RISK, WAIVER OF LIABILITY, AND INDEMNITY AGREEMENT

In consideration for my participation in Search SD (“Event”), _____ (printed full name), I for myself, my heirs, personal representatives or assigns, and those participating in the Event at my invitation, **do hereby release, indemnify, waive, discharge, covenant not to sue, and hold harmless** The Junior League of San Diego (JLSD), and their trustees, directors, officers, employees, and agents of and from **any and all liabilities, claims, actions, damages, costs, losses, or expenses** in connection with personal injury, accidents, or illnesses (including death) and property loss arising from the Event.

I expressly and knowingly waive 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.”

Furthermore, I understand that the novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. I also understand that **COVID-19 is extremely contagious** and is believed to spread primarily from person-to-person contact; and, as a result, federal, state, and local governments and federal and state health agencies require social distancing and the wearing of masks, and in many locations, prohibit the congregation of groups of people. I further understand the COVID-19 virus has a long incubation period during which carriers of the virus may not show symptoms and still be highly contagious. I recognize that the Junior League of San Diego and its Board are closely monitoring this situation and have put in place reasonable preventative measures aimed to reduce the spread of COVID-19; however, given the nature of the virus, I understand that there is an inherent risk of becoming infected with COVID-19 by virtue of proceeding with the Event. I hereby acknowledge and assume the risk of becoming infected with COVID-19.

Participants registering for the Event must recognize that there is an inherent risk of injury when choosing to participate in recreational activities/programs. I acknowledge that I am voluntarily agreeing to participate in the Event and have not been threatened nor coerced to participate in any way. I agree to abide by all applicable laws and rules and the stated protocol and safety guidelines during the Event. I understand that this includes all applicable state and local public health orders. I assume the risks associated with my participation in the Event.

I further represent and warrant that I am not currently presenting with any symptoms of COVID-19. If at any time I present with any symptoms, I will immediately disengage in any ongoing activities, and not attend future events until I meet the criteria to return to public activities articulated by the San Diego County Public Health Department. In the event that I come into contact with other participants during the Event, and later develop COVID-19 or symptoms associated with COVID-19, I will inform JLSD so that contact tracing can take place. JLSD will not release my personal identifying information unless required to do so by law.

JLSD will not tolerate any harassment or discrimination based on a person’s reporting symptoms or report regarding anything related to COVID-19 safety. JLSD will not reveal the personal identity of anyone making such a report unless required to do so by law.

When registering online, my online registration shall substitute for and have the same legal effect as an original form signature. I have read and fully understand the above important information, warning of risk, assumption of risk and waiver and release of all claims.

Signature

Date

If Participant is under the age of 18 a signature from the Participant's parent or legal guardian is required.

Name of minor Participant: _____

Name of Participant's parent/guardian: _____

Signature: _____

Date: _____