

**Newport Hills Community Association**  
**(Facility Use including clubhouse or pool deck, and participants in NHCA sponsored programs)**  
**ASSUMPTION OF RISK / WAIVER OF LIABILITY / INDEMNIFICATION AGREEMENT REGARDING**  
**COVID-19 AND OTHER COMMUNICABLE DISEASES**

IN CONSIDERATION of my participation in **Newport Hills Community Association**, (“NHCA”), rental of facility, programming, training, and related events and activities (“Sanctioned Activities”), I acknowledge, understand, appreciate, and agree that:

1. Participation includes possible exposure to, and illness from, infectious diseases including but not limited to MRSA, influenza, and COVID-19. While particular rules and personal discipline may reduce this risk, the risk of serious illness and death does exist.
2. Participation is voluntary. If you believe the environment is unsafe, or you or your guests are at heightened risk, you may refrain from attending and participation until you believe it to be safe to do so.
3. If you, or anyone in your household is experiencing symptoms of COVID-19, they will refrain from participation until safe to do so. If your participant experiences any symptoms of COVID-19, you will report the symptoms immediately to the program director and your physician.
4. If equipment is used during an event, You will ensure that the participant properly washes their hands, and any equipment they may personally use, prior to, and following, any participation.
5. You are responsible for the conduct of your participant at all times, including your child’s participation with **NHCA**. **NHCA**, is not the guarantor or enforcer of your participant’s conduct, and you agree you will have briefed and informed your participant on **NHCA COVID-19 Protocols and Guidelines** and standards put forth by the program, and government officials, regarding procedures that will be practiced at the clubhouse facility, on deck and in the pool. You understand that you are solely responsible for the conduct and actions of your participant. This includes strict adherence to coaching instructions and NHCA guidelines. Participants who do not follow instruction, will be asked to immediately leave the venue, and may not be invited back until assurance can be provided that the participant will adhere to all program and government requirements.

INITIALS

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7. You understand and agree, that you will socially distance and wear face masks indoors, while adhering to health requirements, at all times related to your participation with **NHCA**.

8. You understand that insurance provided by **NHCA**, or other licensing bodies, does not cover for the risk or contraction of a communicable disease, including but not limited to, COVID-19.

10. You understand that failure to adhere to any of these provisions, or any other rule(s) set forth by the Club, City, County, State, Federal Government, or licensing bodies, will be immediate grounds upon which the NHCA may suspend your participation.

11. You acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that you/and or your participant may be exposed to or infected by COVID-19 by attending **NHCA**. Sanctioned Activities and that such exposure or infection may result in personal injury, illness, permanent disability, and death. You understand that the risk of becoming exposed to or infected by COVID-19 at **NHCA** Sanctioned Activities may result from the actions, omissions, or negligence of you/your player and others, including, but not limited to **NHCA** employees, independent contractors, volunteers, and program participants and their families.

12. You agree to comply with the Newport Hills Community Association's Protocols and Guidelines and if you/your child observes a violation of said protocols, you will remove yourself/your participant from participation and bring such violation to the attention of the nearest official immediately.

INITIALS

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I HAVE THE LEGAL AUTHORITY TO SIGN THIS AGREEMENT ON BEHALF OF MYSELF or PARTICIPANT. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS RELATED TO COVID-19 AND MY PARTICIPATION WITH **NHCA** both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF **NHCA** or others, and assume full responsibility for my and my player's actions and participation; and, I, for myself and on behalf of my player, player's other parent, family members, heirs, assigns, personal representatives and next of kin, HEREBY RELEASE, COVENANT NOT

TO SUE, DISCHARGE AND HOLD HARMLESS, **NHCA**, its directors and officers, officials, agents, independent contractors, and/or employees, other participants, sponsoring agencies, sponsors, advertisers, and owners and lessors of premises used to conduct the event (Collectively "Releases"), WITH RESPECT TO ANY AND ALL ILLNESS, DISABILITY, DEATH, or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF RELEASEES OR OTHERWISE, to the fullest extent permitted by law. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, hereby agree to defend and indemnify RELEASEES for all such claims, causes of actions, allegations or matters arising out of, relating to, based upon or in any way connected to my participation in Sanctioned Activities.

**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 IF FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.**

Name of participant (if applicable): \_\_\_\_\_

Name of parent or legal guardian (printed): \_\_\_\_\_

Signature of Parent or Legal Guardian: \_\_\_\_\_

Date signed: . \_\_\_\_\_

**FOR PARTICIPANTS OF MINORITY AGE (UNDER AGE 18 AT THE TIME OF REGISTRATION)**

This is to certify that I, as parent/guardian, with legal responsibility for this participant, have read and explained the provisions in this waiver/release to my child/ward including the risks of presence and participation and his/her personal responsibilities for adhering to the rules and regulations for protection against communicable diseases. Furthermore, my child/ward understands and accepts these risks and responsibilities. I for myself, my spouse, and child/ward do consent and agree to his/her release provided above for all the Releasees, and myself, my spouse, and child/ward do release and agree to indemnify and hold harmless the Releasees for any and all liabilities incident to my minor child's/ward's presence or participation in these activities as provided above, EVEN IF ARISING FROM THEIR NEGLIGENCE, to the fullest extent provided by law.

Name of parent/guardian: \_\_\_\_\_

Parent guardian/signature: \_\_\_\_\_

Date signed: \_\_\_\_\_