

Liability Waiver, Consent for Medical Treatment, COVID-19 Risk, Protocols & Notification Requirements

RELEASE OF LIABILITY: I understand that the Gauchos Girls Water Polo Camp/Clinic (the “Camp”) is a water polo camp that is owned and operated by SK Enterprises, LLC, a California limited liability company (“SKE”). I also understand the risks involved in the sport of water polo, and that participation in the Camp could result in the injury, sickness or death of my child, including death by drowning. I give my child permission to participate in all activities at the Camp. It is understood that this Camp is not run by the University of California, Santa Barbara and that Gauchos Girls Water Polo Camp does NOT provide medical insurance covering injuries of any kind for the duration of the camp. The undersigned hereby releases SKE, the Camp, and the University of California, Santa Barbara, their successors, officers, agents, owners, directors, members, shareholders, and employees of all three entities from all claims, demands, and causes of actions resulting from participation in the Camp. I further hereby, on behalf of myself, my child and anyone claiming through myself or my child, do FOREVER RELEASE the University of California, Santa Barbara, SKE, and the Camp, and their trustees, officers, employees, volunteers, students, agents, successors, owners, directors, shareholders, members, and assigns from any cause of action, claims, or demands of any nature whatsoever, including but not limited to a claim of negligence which I, my child, or anyone claiming through myself or my child, may now or in the future have against University of California, Santa Barbara, SKE, and/or the Gauchos Girls Water Polo Camp on account of personal injury, bodily injury, property damage, death or accident of any kind, arising out of or in any way related to my child’s participation in the Camp howsoever the injury is caused.

CONSENT FOR MEDICAL TREATMENT: In the event of illness or injury, I hereby consent to whatever x-ray, examination, anesthetic, medical, surgical or dental diagnosis or treatment and hospital care are considered necessary in the best judgment of the attending licensed physician, surgeon, or dentist and performed by or under the supervision of a licensed physician or surgeon. I hereby authorize any hospital that has provided treatment to the minor(s) named on this form to surrender physical custody of such minor to

the SKE representative. This authorization is effective until December 31, 2022, unless revoked in writing.

PHOTO RELEASE: I understand from time to time SKE representatives may photograph activities at the Camp (including its participants). By signing this form, I authorize SKE to use photographs or video taken by SKE authorized representatives that may include images of me or my child/children on their website, in articles or ads.

COVID-19 NOTIFICATION & LIABILITY RELEASE

COVID-19 (SARS-CoV-2) is a contagious virus spread by person-to-person contact primarily through droplets and aerosols expelled through breathing, coughing, and sneezing by people who are infected. People reportedly can be infected, show no symptoms for 2 - 14 days after exposure, and spread the disease before developing symptoms ('presymptomatic'), or in some cases, spread the disease while not developing any symptoms ('asymptomatic'). The exact methods of spread and contraction are being studied. Evidence has shown that COVID-19 can cause serious and potentially life-threatening illness and even death.

SKE and the Camp have implemented safety precautions to minimize the risk of transmitting the virus in accordance with recommendations from the Santa Barbara County and State of CA Health Departments and the U.S. Center for Disease Control (CDC). These precautions include but are not limited to:

- Staff, coaches, and players wear masks at all times indoors and when practicing or gathering outdoors;
- A health check is conducted before each practice or event (temperature check, confirmation that no symptoms are present, sanitize hands);
- Whenever possible, physical distance of six feet or greater is maintained between individuals;
- Each participant is given his/her own equipment to use for the duration of practice/activity; and
- Equipment is sanitized after each practice/activity.

SKE cannot prevent you or your child(ren) from becoming exposed to, contracting, or spreading COVID-19 while participating in the Camp or using

SKE facilities. It is not possible to prevent the presence of the disease. Therefore, if you choose to attend and participate in the Camp, you may be increasing your risk of contracting or spreading COVID-19.

ASSUMPTION OF RISK: I have read and understand the above warning concerning COVID-19. I hereby choose to accept the risk of contracting COVID-19 for myself and/or my children in order to attend and participate in the Camp. Attending and participating in the Camp is of such value to me and/or to my children that I accept the risk of being exposed to, contracting, and/or spreading COVID-19 in order to attend and participate in the Camp.

WAIVER OF LAWSUIT/LIABILITY RELATING TO COVID: I hereby forever release and waive my right to bring suit against SKE and its Board members, Directors, Managers, Officials, Trustees, Agents, employees, affiliates or other representatives in connection with exposure, infection, and/or spread of COVID-19 related to attending and participating in the Camp. I understand that this waiver means I give up my right to bring any claims including for personal injuries, death, disease or property losses, or any other loss, including but not limited to claims of negligence and give up any claim I may have to seek damages, whether known or unknown, foreseen or unforeseen.

AGREEMENT TO ABIDE BY SAFETY PROTOCOLS: I have been provided with a copy of SKE's written safety protocols. I have read and I understand these safety protocols. I agree to comply -- and that my child(ren) will comply -- with the safety protocols. I acknowledge that if, at the sole discretion of SKE's representatives, it is determined that I and/or my child(ren) are not fully complying with the safety protocols, I or my child(ren) may be precluded from further participation in the Camp.

COVID NOTIFICATION REQUIREMENTS: As a condition of attending and participating in the Camp, I agree that if I, a family member in the same household, or my child(ren) receive a positive COVID-19 diagnosis, I will notify SKE and the Camp director within 24 hours of receiving the diagnosis (positive test result) by sending email to serela.kay@ucsb.edu or calling (805) 450-3368. I consent to allow SKE to notify employees and users (who may have been in proximity to the affected person) that a participant or parent tested positive for COVID-19, without identifying me or my child(ren) by name. Identity will be kept confidential. The goal is to minimize transmission.

CHOICE OF LAW: I understand and agree that the law of the State of California will apply to this waiver. I HAVE CAREFULLY READ AND FULLY UNDERSTAND ALL PROVISIONS OF THIS RELEASE AND AGREEMENT TO ABIDE BY SAFETY PROTOCOLS, AND FREELY AND KNOWINGLY ASSUME THE RISK AND WAIVE MY RIGHTS CONCERNING LIABILITY AS DESCRIBED ABOVE.

Athlete Signature _____

Athlete Print Name _____

Parent/Guardian Signature _____

Parent/Guardian Print Name _____

Date _____