

**CORONAVIRUS/COVID 19  
LIABILITY RELEASE/EXPRESS ASSUMPTION OF RISKS AGREEMENT**

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. It is believed that an asymptomatic individual can be infected with and transmit COVID-19 without their knowledge.

Mt. Bachelor Sports Education Foundation, Inc. ("MBSEF") has put in place preventative measures recommended by the State of Oregon to reduce the spread of COVID-19; however, MBSEF cannot guarantee that you, your child(ren), your spouse or anyone else will not become exposed to or infected with COVID-19 as a result of participating in a MBSEF program, event or activity. Participation in a MBSEF program, event, or activity could increase the risk of contracting COVID-19.

**RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT**

NOW, THEREFORE, in consideration of being permitted to participate in programs, events and/or activities offered by MBSEF, I understand, acknowledge and agree to the following:

- 1) I have independently evaluated and reviewed the risks of being exposed to or infected with COVID-19 and have determined to participate in MBSEF programs, events and/or activities with full knowledge and acceptance of the risk. Fully understanding these risks, I, for myself, my child(ren), my spouse, my legal representatives, heirs, and assigns, hereby agree to assume full responsibility and liability for the risk of bodily injury, illness, permanent disability, and/or death, whether caused by negligence of MBSEF or its members, managers, officers, directors, officials, employees, volunteers, attorneys, and agents or otherwise (the "Releasees"), which claims, losses, and demands arise during or result directly or indirectly from exposure to or infection with COVID-19 before, during, or after participation in a MBSEF program, event, or activity. The only claims not released are those based upon willful or intentional misconduct.
- 2) To waive any and all claims that participant and any parent or guardian or heirs and assigns has or may in the future have against the Releasees arising from being exposed to or infected with COVID-19 resulting from the participant's enrollment and participation in any MBSEF program, event, or activity.
- 3) To hold harmless and indemnify the Releasees from any and all claims and liability arising from being exposed to or infected with COVID-19 resulting from the participant's enrollment and participation in any MBSEF program, event, or activity.

**CONSENT TO MEDICAL TREATMENT**

The undersigned participant hereby authorizes MBSEF to obtain emergency medical attention and treatment on behalf of participant or participant's minor child in case of sickness, accident or injury and to secure such medical attention and treatment at participant's sole expense. Participant recognizes that MBSEF may be required to transport participant's minor child to the nearest medical treatment facility based upon his/her age even though the condition may not warrant it. Participant agrees and understands that MBSEF has no obligation to obtain such medical attention and treatment.

**CHOICE OF LAW AND VENUE**

This agreement and any rights, duties and obligations as between the parties to this agreement shall be governed by and interpreted solely in accordance with the laws in the State of Oregon and no other



