



## COMMUNICABLE DISEASE ACKNOWLEDGEMENT, AGREEMENT, WAIVER, AND RELEASE OF LIABILITY

**Please read this document carefully.** This document alters your legal rights and remedies. It is legally binding, and it must be signed by all adults (persons 18 years and older) and by parents or legal guardians of minors (persons under 18 years) or persons who otherwise lack the legal capacity to contract for themselves, who wish to participate in any program, class, skills set, competition, practice, game, scrimmage, tournament, camp, or other basketball-related activity of any kind for, associated with, related to, or directed by Achieve Higher Goals Now, LLC and/or Wayne Watts. If the Participant is a minor or otherwise lacks the legal capacity to enter a contract, at least one parent or legal guardian must sign this Communicable Disease Acknowledgement, Agreement, Waiver, and Release of Liability as evidence of his/her agreement to these terms and conditions on behalf of himself/herself and, to the maximum extent allowed by law, on behalf of any Participant on whose behalf the parent or legal guardian signs.

### PERSONS TO BE BOUND BY THIS DOCUMENT

I understand and acknowledge that this Communicable Disease Acknowledgement, Agreement, Waiver, and Release of Liability is effective not only against me, but also, to the full extent allowable by law, against any minor child or ward on whose behalf I sign, as well as me and my minor child or ward's executors, administrators, heirs, next of kin, successors, and assigns.

### DEFINITIONS

I agree that the following definitions apply to this document:

**"Active Participant"** – Any person who is actively engaged in any class, skills set, practice, game, scrimmage, tournament, camp, or other basketball-related activity of any kind associated with, related to, or directed by Higher Goals.

**"Activity"** – Any program, class, skills set, competition, practice, game, scrimmage, tournament, camp, or other basketball-related activity of any kind associated with, related to, or directed by Higher Goals. The term "Activity" includes being present at or in a gym, school, or other facility where basketball takes place; observing any program, class, skills set, practice, game, scrimmage, tournament, camp, or other basketball-related activity of any kind, as well as moving about inside or outside the perimeter of a gym, school, or facility where basketball takes place.

**Communicable Diseases** – Any disease that is communicable from one person to another, whether through respiratory droplets, contact with contaminated surfaces, physical contact with an infected person, or otherwise. The term "Communicable Diseases" specifically includes, but is not limited to, the Coronavirus, COVID-19, the flu, strep, and the common cold.

**"Communicable Disease Agreement"** – This Communicable Disease Acknowledgement, Agreement, Waiver, and Release of Liability.

“Higher Goals” – Achieve Higher Goals Now, LLC, Wayne Watts, and any owner, officer, principal, representative, employee, volunteer, or contractor of Achieve Higher Goals Now, LLC., as well as each such entity or person’s successors, assigns, heirs, beneficiaries, next of kin, executors, and administrators.

“Participant” – Any person who is engaged in an Activity.

#### ASSUMPTION OF RISK

I acknowledge that Communicable Diseases such as COVID-19 are ubiquitous in my community and that close personal contact exposes me and/or any Participant on whose behalf I sign to a heightened risk of contracting Communicable Diseases. I specifically recognize and acknowledge that basketball is a contact sport that regularly involves physical contact between Participants. Thus, I acknowledge that Active Participants will be in close proximity to and/or physically contacting other Participants and persons while engaging in Activity.

I further acknowledge that when participating in any Activity, Participants will likely exhale on each other; inhale other persons’ exhaled breath and respiratory droplets; exchange sweat and other bodily fluids; bump into, rub against, and touch each other; and be in close proximity to other Participants, Higher Goal staff, referees, players on other teams, and other persons. I acknowledge that such actions, conduct, and proximity—and many Activities themselves—prevent compliance with “social distancing” protocols that recommend persons maintain a distance of six feet from other persons.

I further recognize that it is not possible, practical, or practicable to prohibit physical contact while participating in Activity, nor is it possible, practical, or practicable to wear a mask while engaging in Activity. I acknowledge that the close proximity of and physical contact between Active Participants may prevent an increased risk of contracting the Coronavirus and/or COVID-19, and I assume and accept that risk on my own behalf and, if different, on whose behalf I sign this Agreement.

I further acknowledge that spectators, parents, guardians, and other observers may be less than six feet apart when present for and/or observing Activities. I acknowledge that that if I or any Participant on whose behalf I sign, come into close contact with another Participant or person while participating in an Activity, that other Participant or person may be infected with a Communicable Disease. I fully recognize and acknowledge that such infected person may or may not be exhibiting symptoms of infection, making it difficult for me and any Participant on whose behalf I sign, to identify and avoid infected persons.

I acknowledge that if I contract a Communicable Disease through any Activity, I could become severely ill and suffer permanent disability or even death.

**I HEREBY ASSUME FOR MYSELF AND FOR ANY PARTICIPANT ON WHOSE BEHALF I SIGN, ALL RISKS ASSOCIATED WITH THE INCREASED EXPOSURE TO INFECTION PRESENTED BY AN ACTIVITY. I SPECIFICALLY ASSUME THE RISK OF CONTRACTING A COMMUNICABLE DISEASE THROUGH AN ACTIVITY, EVEN IF MY EXPOSURE AND/OR CONTRACTING OF A COMMUNICABLE DISEASE IS CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR STRICT LIABILITY OF HIGHER GOALS.**

## SPECIFIC AGREEMENTS RELATING TO SYMPTOMS OF AND/OR EXPOSURE TO COVID-19

I acknowledge that the presence of COVID-19 requires a heightened awareness of the disease, as well as implementation of basic preventative measures to reduce the risk of infection of myself, any Participant on whose behalf I sign, and other persons in my community, including other Participants in Higher Goal Activities and events.

I acknowledge that Higher Goals requires that all Participants participating in an Activity must currently be free—and have been free for the preceding 24 hours—of infection and symptoms of or consistent with COVID-19. Accordingly, I hereby agree that if I am exhibiting any symptoms that are consistent with or potentially indicative of COVID-19, including, but not limited to, any of the symptoms listed below, I will not attend or be present at any Activity or, if already at an Activity, will report my condition to Higher Goals and immediately leave the premises where the Activity is taking place.

- |                      |                                  |
|----------------------|----------------------------------|
| 1. Fever             | 9. Bluish lips or face           |
| 2. Abdominal pain    | 10. Headache                     |
| 3. Vomiting          | 11. Runny nose                   |
| 4. Diarrhea          | 12. Shortness of breath          |
| 5. Muscle pain       | 13. Chills                       |
| 6. Rash              | 14. Repeated shaking with chills |
| 7. Bloodshot eyes    | 15. Sore throat                  |
| 8. Trouble breathing | 16. Loss of taste or smell       |

I further acknowledge that Higher Goals requires that all Participants not attend or participate in any Activity if, within the preceding 14 days, the Participant has been in circumstances that present a known increased risk of infection, such as recent travel via public transportation, travel to an area with a high concentration of COVID-19 cases, and/or exposure to others who are suspected or confirmed to have COVID-19. Likewise, if I have been in circumstances that present a known increased risk of infection at any time during the preceding 14 days, I will not attend or participate in any Activity or be present on the premises of any place where an Activity is conducted.

I accept the COVID-19 specific rules and policies listed above. I understand that not adhering to any of the rules listed above can result in removal from the premises on which an Activity takes place at any time.

### **WAIVER, RELEASE, DISCHARGE, HOLD HARMLESS, AND COVENANT NOT TO SUE**

**ON MY OWN BEHALF AND ON BEHALF OF ANY PARTICIPANT FOR WHOM I SIGN THIS AGREEMENT, I HEREBY RELEASE, WAIVE, DISCHARGE, AND HOLD HARMLESS HIGHER GOALS FROM ANY AND ALL LIABILITY, WHETHER KNOWN OR UNKNOWN, THAT ARISES OR MAY ARISE THROUGH MY PARTICIPATION AND/OR MY MINOR CHILD OR WARD'S PARTICIPATION IN AN ACTIVITY. I FURTHER COVENANT NOT TO SUE HIGHER GOALS FOR ANY ILLNESSES, PHYSICAL OR MEDICAL CONDITIONS, INJURIES, DAMAGE, AND DAMAGES THAT ARISE OUT OF OR RELATE TO—OR IS ALLEGED TO ARISE OUT OF OR RELATE TO—MY PARTICIPATION AND/OR MY MINOR CHILD/WARD'S PARTICIPATION IN ANY ACTIVITY.**

This release, waiver, discharge, hold harmless, and covenant not to sue (collectively "Release") applies to and covers any and all claims, demands, losses, damage, or damages on account of any injury, infection, and/or contraction of any communicable disease, including but not limited to death, that arises out of or

relates to—or is alleged to arise out of or relate to—any Activity.

This Release specifically releases Higher Goals from liability for its own negligence and strict liability, and for the negligence and strict liability of anyone with whom Higher Goals contracts.

This Release is intended to be interpreted as broadly as permitted by law; is intended to cover any claim of any kind, whether arising under a statute or sounding in tort or contract or otherwise; and is intended to cover any and all illnesses, physical or medical conditions, injuries, damage, and damages of any type, including death.

**This is to certify that I, individually and as parent/guardian of any Participant on whose behalf I sign, with legal responsibility for Participant, have read and understand the provision of this Agreement and have explained the provisions in this Agreement to any Participant on whose behalf I sign.**

**Furthermore, both I and any Participant on whose behalf I sign understands, assumes, and accepts the risks and responsibilities outlined in this Agreement and do consent and agree to release and hold harmless Higher Goals for any and all liabilities incident to my presence or participation in any Activity and/or the presence or participation in any Activity of any Participant on whose behalf I sign, to the fullest extent provided by law.**

**I CERTIFY THAT I HAVE READ THIS DOCUMENT, AND I FULLY UNDERSTAND ITS CONTENT. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A BINDING LEGAL CONTRACT, AND I SIGN IT VOLUNTARILY ON MY OWN FREE WILL.**