

WOMEN’S BASKETBALL COACHES ASSOCIATION
COVID 19 Release, Waiver and Covenant Not to Sue

As a condition to my participation in the Women’s Basketball Coaches Association (WBCA) Coaches Clinic to be held on

Date: _____ at Location: _____

(the “Activity”), I hereby acknowledge, certify and attest to the following:

- 1) I understand that there are certain risks inherent with my participation in the Activity. I also understand that my participation in and my use of facilities and equipment during the Activity may be dangerous and could involve the risk of serious injury, even death.
- 2) In light of the COVID-19 pandemic and its variants, I acknowledge that my participation in the Activity may expose me to serious and potentially life threatening illness and even death.
- 3) I certify that within the last fourteen (14) days I have not:
 - Been diagnosed with COVID-19, nor have I been in close contact with anyone who has been diagnosed with COVID-19.
 - Been personally requested to quarantine by a doctor or other medical authority.
 - Traveled outside the United States.
 - Run a fever over 100.4° Fahrenheit.
 - Experienced shortness of breath.
 - Experienced abnormal coughing symptoms.
 - Experienced loss of taste or smell, chills, shaking, sore throat or muscle aches.
 - Experienced any other unusual flu-like symptoms.
- 4) I acknowledge that from the time I check in to the Activity until its conclusion, I will adhere to social distancing and make every effort to maintain at least six (6) feet between myself and all other persons.
- 5) I acknowledge that I will follow all signage, instructions, policies, and procedures communicated to me by either the WBCA or the host institution, their employees, staff, agents, and contractors, and understand that I may be subject to penalty, including cancellation of my participation in the Activity, should I deliberately or knowingly violate any of these instructions, policies, or procedures.

ASSUMPTION OF THE RISK

- 6) I understand that the WBCA and the host institution have implemented policies and procedures in an effort to help provide a safe environment for me and others, but neither the WBCA, the host institution nor myself can control the conduct of others. I understand that I am assuming all risks associated with my participation in the Activity.

RELEASE, WAIVER AND COVENANT NOT TO SUE

- 7) I hereby waive and release any and all claims and liabilities, now known or hereafter known, against the WBCA and/or the host institution, and any and all of their respective past and present principals, officers, directors, shareholders, managers, employees, agents, parents, Affiliates, subsidiaries,

predecessors, successors, assigns, attorneys, and insurers, and all of their related entities (collectively, the "Releasees") on account of (a) injury, disease, infection, death, and property theft or damage, arising out of or attributable to my stay or my presence on Releasee's property and arising out of the actual, perceived, or alleged negligence of any Releasee (the "Released Claims"). I covenant not to make or bring any Released Claim against any Releasee, and forever release and discharge all Releasees from liability under such claims. It is my intent that this Release, Waiver, and Covenant Not to Sue will bind myself and my personal representatives, spouse (if applicable), assigns, heirs, and next of kin without limitation, and shall be deemed as a RELEASE, WAIVER, DISCHARGE, AND COVENANT NOT TO SUE all Releasees in connection with the Released Claims.

- 8) I agree that I cannot terminate or rescind this Release, Waiver, and Covenant Not to Sue. It is my desire and intent that the terms, provisions, covenants, and remedies contained in this Release, Waiver and Covenant Not to Sue be enforceable to the fullest extent permitted by applicable law. This Release, Waiver and Consent Not to sue constitutes the sole and entire Agreement between the WBCA, the host institution and me with respect to the Released claims and supersedes all prior and contemporaneous understandings and agreements, written and oral, to the extent they might otherwise apply to the Released Claims. If any term or provision of this Release, Waiver and Covenant Not to Sue is deemed invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability will not affect any other term or provision of this Release, Waiver and Covenant Not to Sue, nor invalidate or render unenforceable such term or provision in any other jurisdiction. The WBCA and/or the host institution may assign this Release, Waiver and Covenant Not to Sue and its rights hereunder, in whole or in part, to any party. This Release, Waiver and CovenantNot to Sue is binding on and inures to the benefit of our respective heirs, executors, administrators, legal representatives, successors, and permitted assigns. All matters arising out of or relating to this Release, Waiver and Covenant Not to Sue shall be governed and construed in accordance with the laws of the state of the host institution without giving effect to any choice or conflict of law provision or rule (whether of the State of the host institution or any other jurisdiction).

BY SIGNING BELOW, I ACKNOWLEDGE THAT I AM AT LEAST 18 YEARS OF AGE, AND THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS RELEASE, WAIVER AND COVENANT NOT TO SUE, AND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.

Signature of Participant

Printed Name

Date Signed