



# California Diving Academy

RELEASE, HOLD HARMLESS, and INDEMNIFICATION

## **DIVER ~**

Any reference to "Diver" includes a list that contains, but is not limited to: family, friends, neighbors, classmates, teachers, school officials, coaches, administrators, CDA (et Al.) and/or any other person(s) with whom Diver comes into contact.

## **CLUB ~**

CAL Diving Club aka the California Diving Academy along with its officers, directors, shareholders, coaches, administrative team, employees, agents, contractors, facilities, service providers, etc. (collectively, "CDA") will use all reasonable efforts to keep Diver safe while at practices, meets, and any other officially club-organized event, function, and/or activity sponsored or held by CDA.

## **PURPOSE ~**

This document has been created in response to the potential liability to CDA from the direct or underlying threat of significant bodily injury or death through exposure and/or contracting any: SARS-CoV-2, 2019-nCoV, COVID-19, Coronavirus, Novel Coronavirus, (et Al.), hereinafter "Covid19." In addition, this release shall include, but not be limited to or exclusively restricted to any of the following; any transmittable form of known or unknown: Virus(es), Bacteria(ium), Organism(s), and/or micro-organism(s) ~ (et Al.).

## **BACKGROUND ~**

As has been well-documented from discovery in 2019, there have been and currently are no reliable tests, or vaccines for Covid19 (et Al.). Even in the case(s) where a vaccine exists there may remain issues of significant health risk and/or death. There are potentially significant risks of exposure, contracting, and/or spreading Covid19 in any group setting. In fact, it is medically accepted that there is a period of time before any symptoms are recognizable (pre-symptomatic) where the carrier does not show symptoms or test positive and may not know they are infected. Even during this pre-symptomatic period, the carrier is apparently highly contagious.

## **CONTACT TRACING AND LIABILITY ~**

If a case of a communicable disease (Covid et Al.) being found through "Contact-Tracing" to be from Diver, a family member, or people you/they have come in contact with YOU MAY BE PERSONALLY AND SEVERALLY FINANCIALLY LIABLE for ALL OF THE COSTS associated with not only the contact tracing itself, but also the affected individual(s) quarantine, care, drugs, hospitalization, funeral expenses, ongoing bereavement support, etc., without limitation; which could be VERY SUBSTANTIAL. So, if you have any symptoms as outlined by Contra Costa Health Services (CCHS) and/or the U.S. Center for Disease Control (CDC), it is your duty and responsibility to self-quarantine, get tested, and stay home!

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**California Diving Academy**

July, 5<sup>th</sup>, 2020

CDA Divers

**ATTESTATIONS ~**

- 1) Parent and/or Legal Guardian (collectively "Parent") desire for my/our Diver(s) to be trained, coached, and supervised by CDA, even while Covid19 is actively affecting portions of the population. On behalf of our Diver I/we accept, understand, and voluntarily assume all risks known or unknown involved with such activity, and shall without limitation release, defend, and hold harmless without limitation CDA from any and all claims and nature.
- 2) Parent further understands and agrees that while attending any CDA practice or official club-organized event or activity, regardless of the reason, acknowledges and accepts on behalf of ourselves and our Diver(s) that we are doing so freely and at our own risk. The risk that the Diver may be exposed to Covid19 or any other transmittable virus (known or unknown at this time or in the future) is specifically assumed - including exposure that may have been caused by the actions or inactions of employees or agents of CDA. The California Diving Academy shall not be liable for any injuries, damages or illnesses arising from exposure to Covid19 or any other transmittable disease. Parent agrees to indemnify, defend, and hold harmless CDA (et Al.) for any illnesses, injuries or damages related to any transmittable disease. Even in the case where such exposure or transmission was caused by CDA's negligence.
- 3) Parent, on behalf of Diver acknowledge and agree that if a Diver is displaying any symptoms of illness considered or known to be consistent with Covid19 (Fever or chills, Cough, Shortness of breath or difficulty breathing, Fatigue, Muscle or body aches, Headache, New loss of taste or smell, Sore throat, Congestion or runny nose, Nausea or vomiting, Diarrhea, etc.), then Diver shall not attend practice and should instead seek the advice of a medical professional. Then notify CDA for clearance before attempting to return to any CDA function or activity.
- 4) Parent and Diver, understand that any Diver shall be immediately dismissed from practice without a refund of fees for not adhering to the new physical distancing protocols and rules as outlined by: the Center for Disease Control (CDC), Contra Costa Health Services (CCHS), City, Facility, and/or CDA's Rules and Regulations. Further and depending on the level or severity of the violation, Diver may additionally be banned from future practices until such time as the rules and regulations allow CDA to return to "normal" sessions, activities, and/or competitions. That decision shall remain in the sole opinion and discretion of CDA.

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**ATTESTATIONS (con't) ~**

- 5) Parent and Diver recognize and accept that while Coaches will attempt to stay at least 6 feet away from Diver, there may be times where this is inadvisable, impossible, or impractical in the safe performance of the coach's duties for the health and safety of the Diver. Coaches will also check the safety belt and harness system before each session. Parents and Divers further acknowledge that pulling belts/ropes is a physically demanding activity for coaches. Therefore, while safely performing the duties of pulling belts/ropes a coach may not wear a mask for both diver and personal safety reasons.
- 6) If I am of majority (18+ years old) prior to the date on this document, I accept that I will still be required to obtain my Parent's signature on this document.
- 7) That I have not and shall not attend any other non-household-exclusive gathering(s) before or after CDA's camp for the duration of Diver's CDA camp.

**ACKNOWLEDGEMENT ~**

I, for myself and on behalf of my Diver, heirs, assigns, personal, and representatives hereby release, defend, and hold harmless without limitation the California Diving Academy, its officers, officials, agents, and/or employees, other participants, sponsoring agencies, sponsors, advertisers, and if applicable, owners and lessors of premises used to conduct any CDA event with respect to any and all illness, disability, death, or loss or damage to person(s) or property, whether arising from the negligence of CDA or otherwise, to the fullest extent permitted by law.

By my signature below, I attest that I have thoroughly reviewed or caused to be reviewed by appropriate and competent people, the entire contents of this document and state that I understand that I have given up substantial rights by signing it and accept the terms of this Agreement in their entirety, without reservations, and under no other conditions.

Diver's Signature: \_\_\_\_\_

\_\_\_\_\_  
Parent/Guardian Print Name

\_\_\_\_\_  
Parent/Guardian Signature

Date Signed: \_\_\_\_\_