

**SLBC Upward Basketball
Participation Agreement,
Liability Release and Waiver, and Indemnity Agreement**

Participant: _____ **Age:** _____

Parent or Guardian: _____ **Relationship:** _____

Preface

The virus that causes COVID-19 can infect people of all ages. While the risk of serious illness or loss of life is greatest in those 65 years of age or older with pre-existing health conditions, persons in every age group can become infected with COVID-19 and some may become seriously ill or even die.

We should all be thankful that, with rare exceptions, COVID-19 is not claiming the lives of our children. However, we can never forget that a child with a mild or even asymptomatic case of COVID-19 can spread that infection to others who may be far more vulnerable.

COVID-19 is spread from person to person through contact that is close enough to share droplets generated by coughing, sneezing, speaking, and even just breathing. COVID-19 can also be spread by touching objects where contaminated droplets have landed. Because of this easy manner of transmission, an infant, child or young person who is infected with COVID-19 can spread the infection to others they come in close contact with, such as members of their household, teachers, or other caregivers. We have learned that infected persons with mild or even no symptoms can spread COVID-19.

Every adult who is responsible for providing care for our participants must be aware of these facts and be willing to comply with our league's infection control measures. Such measures include, but are not limited to, the league's COVID-19 Health and Safety Policy, which is incorporated herein by reference.

Parents and guardians should monitor the health of their children and not send them to practice or games if they exhibit any symptom of COVID-19. They should seek COVID-19 testing promptly and report results to the Upward Leadership Team given the implications for other children, families, and staff.

Individuals aged 65 or older are at a higher risk of COVID-19. Parents should protect any vulnerable persons who are members of the same household or come into frequent, close contact with individuals who participate in the Upward program. Parents and guardians of our players are hereby advised of the enhanced risks of participants being in direct contact with anyone age 65 or older for 14 days after participating in a game or practice.

Participation Agreement

As a parent or guardian of a participant, I agree to screen the participant for the following symptoms before each practice or game. By allowing the participant to participate in a practice or game, I certify that the participant has no such signs or symptoms.

- Cough
- Shortness of breath or difficulty breathing
- Chills
- Repeated shaking with chills
- Muscle pain
- Headache
- Sore throat
- Loss of taste or smell
- Diarrhea
- Feeling feverish or a measured temperature greater than or equal to 100.0 degrees Fahrenheit
- Known close contact with a person who is lab confirmed to have COVID-19.

I further agree that I will self-screen for any such symptoms before entering any SLBC building. By entering an SLBC building, I certify that I have no such signs or symptoms.

I acknowledge that, if an individual exhibits new or worsening signs or symptoms of possible COVID-19 while on the premises, the individual will be isolated and sent home immediately and, if required, the Upward Leadership Team will contact the local health department.

I acknowledge that an individual who has exhibited new or worsening signs or symptoms may not return to the premises until:

- a. In the case of an individual who was diagnosed with COVID-19, the individual may return when all three of the following criteria are met: at least three days (72 hours) have passed since recovery (resolution of fever without the use of fever-reducing medications); and the individual has improvement in respiratory symptoms (e.g., cough, shortness of breath); and at least ten days have passed since symptoms first appeared; or
- b. In the case of an individual who has symptoms that could be COVID-19 and does not get evaluated by a medical professional or tested for COVID-19, the individual is assumed to have COVID-19, and the individual may not return to the premises until the individual has completed the same three-step criteria listed above; or
- c. If the individual has symptoms that could be COVID-19 and wants to return to the premises before completing the above self-isolation period, the individual

must obtain a medical professional's note clearing the individual for return based on an alternative diagnosis.

I understand that the league will not allow an individual with known close contact to a person who is lab-confirmed to have COVID-19 to return to the premises until the end of a 14-day self-quarantine period from the last date of exposure.

As a parent or guardian of a participant, I agree to notify the Upward Leadership Team of any underlying conditions that might make my participant vulnerable to COVID-19. I understand that, upon notice of such underlying conditions, the Upward Leadership Team will consider each circumstance on a case-by-case basis and make decisions accordingly.

I understand that, if an individual tests positive for COVID-19, the Upward Leadership Team will notify affected parents or guardians of possible exposure to a lab-confirmed case of COVID-19. In providing such notice, the Upward Leadership Team will protect the confidentiality of the individual, as well as the individual's protected health information, as required by federal and state laws.

I understand that, if three or more teams have individuals test positive for COVID-19, the Upward Leadership Team will work with state and local public health authorities about continued operations of the league.

As a parent or guardian of a participant, I agree to assist the league in identifying exposure risks (i.e., "contact tracing").

I hereby acknowledge receipt of the league's COVID-19 Health and Safety Protocol. As a parent or guardian of a participant, I agree that the participant and I will follow all health and safety protocols adopted by the league, whether or not those safety protocols are expressly set forth in this document or the league's COVID-19 Health and Safety Policy. I understand the league's COVID-19 Health and Safety Policy is subject to change as circumstances change or additional information becomes available.

I understand that the league cannot anticipate every unique situation. Although I expect the Upward Leadership Team to stay informed and take actions based on common sense and wise judgment, I also understand that the league cannot guarantee any individual's safety. I also understand that, despite the league's best efforts, the league cannot make guarantees regarding the conduct of other parents, guardians, participants, or other individuals on the premises. As a parent or guardian of the named participant, I understand and fully and unconditionally accept those risks to both myself and the named participant.

Liability Release and Waiver

On behalf of myself and the named participant I hereby release Sugar Land Baptist Church (including but not limited to its trustees, leaders, employees, agents, volunteers, and Upward Leadership Team) from all liability or claims related to sickness, bodily injury, or death, including but not limited to such liability or claims arising out of or related to the COVID-19 virus. In so releasing Sugar Land Baptist Church (including but not limited to the released individuals), I waive all claims for economic damages, non-economic damages, punitive or exemplary damages, penalties, costs, expenses, or attorneys' fees. I acknowledge that this release and waiver will be effective regardless of the sole negligence, joint or concurrent negligence, negligence per se, gross negligence, or other fault of Sugar Land Baptist Church (including but not limited to the released individuals). I acknowledge that this liability release and waiver is intended to satisfy the express negligence doctrine, as defined by Texas law.

Indemnity Agreement

On behalf of myself and the named participant I hereby agree to release, defend, indemnify, and hold harmless Sugar Land Baptist Church (including but not limited to its trustees, leaders, employees, agents, volunteers, and Upward Leadership Team) from all liability or claims related to sickness, bodily injury, or death, including but not limited to such liability or claims arising out of or related to the COVID-19 virus. This indemnity agreement applies only to claims asserted against Sugar Land Baptist Church (including but not limited to the indemnified individuals) by or on behalf of (1) the named participant; (2) me; (3) any member of the participant's family or household; or (4) any person claiming to have been exposed to COVID-19 as a result of activities arising out of or related the Sugar Land Church Upward Basketball league. I acknowledge that this indemnity agreement will be effective regardless of the sole negligence, joint or concurrent negligence, negligence per se, gross negligence, or other fault of Sugar Land Baptist Church (including but not limited to the indemnified individuals). I acknowledge that this indemnity agreement is intended to satisfy the express negligence doctrine, as defined by Texas law.

Participant's Name (Print): _____

Parent or Guardian's Name (Print): _____

Parent or Guardian's Signature

Date