

**COMMUNICABLE DISEASE WAIVER OF LIABILITY,  
ASSUMPTION OF RISK, AND INDEMNIFICATION AGREEMENT (PARTICIPANT) - VERSION 3**

**PLEASE READ THIS AGREEMENT IN ITS ENTIRETY BEFORE SIGNING**

I acknowledge and understand that in light of the pandemic related to the COVID-19 virus, the Court of San Mateo's Public Health, Policy and Planning has set forth criteria relating to the general welfare of individuals and businesses. The Orders relating to COVID-19 can be found at: <https://www.smchealth.org/coronavirus>. As of the date of the execution of this waiver, there is still scientific uncertainty relating to COVID-19, its transmission, its treatment, and that there is no known vaccine to prevent this disease at this time.

I further acknowledge and understand that Bayshore Elite has taken the following steps prior to resuming operations:

- (1) Prepared a specific plan for its location to adhere to all current San Mateo County Public Health, Policy and Planning, as outlined in Exhibit A;
- (2) Has provided training to its employees/coaches on how to limit the spread of COVID-19, including self-assessments, according to information provided by the County Health Officer and other sources such as the Centers for Disease Control;
- (3) Has set forth individual control measures and screening in compliance with existing health guidelines, as identified in Exhibit B;
- (4) Has set out the disinfecting protocols as identified in Exhibit C;
- (5) Implemented physical distancing guidelines in according with existing Heath Orders applicable to it.

Knowing, understanding, and acknowledging there is a potential risk of transmission of this disease through multiple contacts by myself and members of my family, I, the undersigned parent do hereby give my consent to allow participation of Bayshore Elite Programs. I, on behalf of myself, and my minor child/ren, after reviewing this Agreement, and after reasonable time to address any concerns I have relating to the safety of resuming activities at Bayshore Elite, do hereby fully assume such risks, both known and unknown, even if arising from the negligence of the releasees or others, and assume full responsibility for my participation and exposure.

I further understand and acknowledge that preventing the transmission of communicable diseases begins with monitoring the health of my family for possible COVID-19 symptoms and exposure. I agree to report or confirm on the health of my household and the participant necessary to the extent to protect other athletes and families of Bayshore Elite from possible transmission.

I hereby release, discharge, and covenant not to sue Bayshore Elite, it's administrators, directors, agents, officers, volunteers, employees, contractors, other participants, any sponsors, advertisers, and, if applicable, owners and lessors of the premises on which the activity takes place, (each considered one of the "RELEASEES" herein) from all liability, claims, demands, losses, damages, on my account caused or alleged to be caused in whole or in party by the negligence of the RELEASEES or otherwise, including negligent rescue operations and further agree that if, despite this release, waiver of liability, and assumption of risk, I or anyone on my behalf, makes a claim against any of the RELEASEES, I will indemnify, defend, and hold harmless each of the RELEASEES from any loss, liability, damage, or cost, which any may incur as the result of such a claim.

I have read the RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, and I understand that I have given up substantial rights by signing it and have signed it freely and without any inducement or assurance of any nature and intend it to be a complete and unconditional release of all liability to the greatest extent allowed by law. I agree that if any portion of this Agreement is held to be invalid, the balance, notwithstanding, shall continue in full force and effect.

Name of participant(s): \_\_\_\_\_

Dated: \_\_\_\_\_  
Printed Name of Parent/Legal Guardian

\_\_\_\_\_  
Signature of Parent/Legal Guardian

Dated: \_\_\_\_\_  
Printed Name of Parent/Legal Guardian

\_\_\_\_\_  
Signature of Parent/Legal Guardian

## EXHIBIT A – SITE PLAN FOR BAYSHORE GYMNASTICS

**In accordance with the Order dated June 17, 2020 (Order c19-11) Bayshore Elite Gymnastics is adhering to the guidelines for re-open during the Phase 3 COVID-19 return.**

**Ventilation/Air-filtration** – Bayshore will not be implementing any additional ventilation or filtration equipment for in-gym training. The roll-up doors in Suites B and C will remain open during in-gym training.

**Masks** – In accordance with the Face Mask Order dated May 19, 2020 (Order c19-8(b) REVISED) all employees will wear face coverings while inside the facility. Consider having athletes wear a face covering while entering and/or exiting the facility. No masks will be worn by athletes during practice. Spectators must wear face coverings at all times. Pursuant to the guideline in Order c.19-11 13.e.iv.2 “a brief removal of a Face Covering when necessary to preserve health and safety, shall not constitute a violation of this Order”. All coaches will be washing/sanitizing hands when entering the facility and regularly throughout the day. Exposure to bodily fluid(s), i.e., perspiration, mucous, will require additional washing of the affected area(s).

**Distancing Guidelines** – Bayshore Elite Gymnastics will maintain practices to distance athletes and coaches as practicable.

1. Hands must be washed/sanitized between rotations
2. We will have markers set up outside to maintain physical distancing will entering the building
  - a. All customers/spectators will enter through the Suite A entrance
  - b. Everyone is required to have their temperature taken upon entrance. Anyone exhibiting flu-like symptoms will not be admitted. Anyone with a temperature above 100.3 will also not be allowed to enter.
    - i. ALL ATHLETES/SPECTATORS WILL EXIT THE BUILDING THROUGH SUITE A BY THE BACK PARKING LOT.
3. Coaches will be spotting athletes as needed. Although we will maintain distance while we are coaching, we will be stepping in to prevent injury. There will be direct physical contact to keep your athletes safe.

*(Please note these guidelines will be revised as required by the County Health Officer.)*

## EXHIBIT B – INDIVIDUAL CONTROL MEASURES

### For Coaches & Staff:

1. Prior to entering, every employee and coach will take their temperature at home and confirm they do not have any COVID symptoms. If a member of their living unit exhibits any symptoms, or has tested positive, they will be required to quarantine as directed by medical professionals.
2. Coaches have been provided the current information regarding both the manner to self-screen for COVID and recognize symptoms in others. Coaches may ask specific questions regarding the health of those individuals that reside with the athlete, if necessary. Any questions will be limited to evaluation for COVID screening.

### For Athletes:

- a. Prior to entering, each athlete should have their temperature taken at home and confirm they do not have any COVID symptoms. If anyone residing in their living unit does exhibit symptoms, or has tested positive, athletes will need to stay home for the required quarantined period as set forth by medical professionals.
- b. All hands must be washed before entering the building.
- c. We will have hand-washing stations outside the facility and will be providing soap and water in the bathrooms.
- d. All athletes must wear shoes to enter the building
- e. All athletes must bring a gym bag to hold their accessories. This bag MUST have:
  - i. Personal training accessories
    1. I.E. – grips, tape, wrist bands, thera-bands, chalk, spray bottle, etc.
  - ii. Personal hand washing materials
    1. Hand sanitizing gel, spray, pumps, etc.
  - iii. Water bottle filled with water
    1. Water fountains will only be used to refill water bottles

*(Please note these guidelines will be revised as required by the County Health Officer.)*

## EXHIBIT C – DISINFECTING PROTOCOLS

**General Building Cleaning:** Contact points, i.e., counters, bathrooms, doors, etc. will be cleaned daily by Staff using appropriate disinfectant supplies which meet EPA requirements for disinfecting.

**Equipment:** In addition to daily disinfections as part of building cleanings, all equipment used by athletes will be wiped down with the appropriate disinfectant between athlete rotations.

**Incident cleaning:** Should the Staff be aware of a possible risk of transmission as a result of bodily fluids, i.e., mucous, blood, etc., Staff will promptly clear the area for appropriate cleaning with an EPA approved cleanser.

**Air circulation:** As practicable, roll-up doors will be open to allow for regular air flow throughout the building.

*(Please note these guidelines will be revised as required by the County Health Officer.)*