

COVID-19 AND OTHER COMMUNICABLE DISEASE AGREEMENT, RELEASE AND WAIVER

COVID-19 is an unprecedented pandemic for our lifetime. The Coronavirus is easily and widely spread among our community, nation and world, and is being spread by infected people who are asymptomatic. The virus, and the disease, present formidable challenges to everyday life, as well as participation in the sport of Lawn Bowling. Now that the State of California, the City of San Jose and its Parks and Recreation Department permit our Club to re-open, each of us must do our part to keep ourselves and each other as safe as possible. Therefore, each person using our clubhouse, our greens and facilities must adhere to State, City, Rec & Park, USLBA and Club directives and guidelines in order to minimize the possibility of transmitting and contraction the disease. The San Jose Lawn Bowling Club [“the CLUB”] thus requires each person to read and sign this Agreement, Release and Waiver before participating in our sport and use of its facilities.

AGREEMENT

I _____ (print name) AGREE AS FOLLOWS:

1. I agree to adhere and comply with all directives and orders from the State of California, City of San Jose Parks & Rec Department that apply to participants in sports and social activities such as occur at the CLUB, as are in effect at the time I visit the Clubhouse or bowl.
2. I agree that I will not visit the CLUB, enter the clubhouse, or bowl if I exhibit symptoms of COVID-19 or any other communicable disease, as those symptoms are listed by the Centers for Disease Control as of the time of my visit to the CLUB.
3. I have obtained a copy of, and have read, the CLUB's current Social Distancing Protocol requirements for visiting the CLUB and bowling.
4. I agree to adhere and comply with the CLUB's Social Distancing Protocol, as they exist as of the time of my visit.
5. I specifically agree to adhere to the following Protocols until they are specifically relaxed by a later written protocol:
6. I understand that only one person may be in the Clubhouse or equipment shed at any time and I agree that I will not enter the Clubhouse that is already occupied. I agree to wear a face covering (mask or bandana, etc.) at all times while in the clubhouse and on the green.
7. I agree to immediately report to the CLUB President or other board member if I or a member of my household becomes infected with COVID-19 or any other communicable disease, and consent to the CLUB advising those who made a reservation for the same date and time that I bowled of the fact that someone who was present when they bowled was infected. I understand that the CLUB will not disclose my name, but acknowledge that the confidentiality of my name cannot be guaranteed.

RELEASE AND WAIVER OF CLAIMS

I agree that the CLUB cannot ensure that the Coronavirus will not be transmitted regardless of how well I and other members of the CLUB comply with the above Agreement. I therefore agree to hold the CLUB harmless of any claims and suits arising of out of, or caused by, my participation in the CLUB's activities and visit to the CLUB and/or contracting COVID-19 or any other communicable disease. On behalf of myself and my heirs, I hereby waive all claims arising out of or related to the contracting of COVID-19 or any other communicable disease at the CLUB, from any person who had been at the CLUB or who was present at the CLUB at or before I contracted the CORONAVIRUS, against the San Jose Lawn Bowling Club, its officers, directors, employees, agents, members, and coaches whether caused by active or passive negligence, except for any claims resulting from the sole negligence or the intentional and/or willful misconduct of a releasee. This Waiver and Assumption applies to any game, event or activity in which I participate today, or in the future at the CLUB.

DATED: _____

Signature

Print Name