

Exhibit "B"

**WAIVER OF LIABILITY AGREEMENT**

**DE TOLEDO FACILITIES**

In consideration of the right to use de Toledo High School's ("School") Campus Facilities, described as follows: Valley Stars Basketball Academy youth basketball camp, for my own personal activities or for the activities of the minor/child named below ("Child"), I, \_\_\_\_\_, do hereby agree to the following:

1. **Compliance with School Rules:** I have read all School Rules relating to use of the School's facilities and I agree that I and/or my child agree to abide by them. The School will terminate access to anyone violating any rules regarding the use of Campus Facilities.
2. **Voluntary Use:** I understand that use of the Campus Facilities by my Child or myself is strictly voluntary.
3. **Assumption of Risk:**
  - **Use of Pool (if applicable):** I understand and acknowledge that before beginning any fitness program or activities I should consult with a physician. I understand that the School does not provide instruction on the manner in which to use the Pool or any equipment therein. Participation in the use of the Pool carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. The specific risks vary from one activity to another, but the risks include, but are not necessarily limited to: 1) minor injuries such as scratches, bruises, and sprains; 2) major injuries such as eye injury, joint or back injuries, heart attacks, and concussions; 3) illness or infection, including COVID-19 and related illness; 4) property damage or loss; or 5) catastrophic injuries including paralysis, drowning, and death. These injuries may result directly from physical activities, my Child's or my use of the Pool, from surrounding Pool facilities, or the presence or actions of others. I know, understand, and appreciate these and other risks that are inherent in the use of the Pool, whether described above, known or unknown, and inherent or otherwise. I hereby assert that my Child's and/or my participation is voluntary and that I knowingly assume all such risks. I take full responsibility for any injury or loss, including death, which my Child or I may suffer, arising in whole or in part from my Child's or my use of the Pool.
  - **Other Activities (as applicable):** I acknowledge and agree that participation in the activity includes of physical or social activity or exertions, contact sports, the use of specialized equipment, specialized facilities or includes potentially dangerous situations may be dangerous and involve many risks of injury. I understand that such

risks include, but are not limited to: death; serious neck and spinal injuries which may result in complete or partial paralysis or brain damage; serious injury to internal organs; serious injury to bones, joints, ligaments, muscles, tendons, and other skeletal components; serious injury or impairment to other aspects of the body, general health, and well-being. I understand that such risks also include, but are not limited to, serious impairment of my future ability to earn a living, to engage in business, social and recreational activities, and generally to enjoy life. I also understand the emotional risks involved as well as the emotional risks connected to any physical injury that may result, e.g., stress, tension or depression. Moreover, I understand that because the activities may be dangerous I should seek professional medical advice before my participation.

- COVID-19: The School cannot guarantee, warrant, or protect you or your Child from contracting the COVID-19 infection or related illness through use of the Campus Facilities. Moreover, it is possible for you or your Child who uses the Campus Facilities to potentially infect others, including family members, who may be at high risk for severe illness due to COVID-19. Additionally, there may be risks that cannot be determined until more information is known about the severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2), the virus that causes COVID-19 and COVID-19. I understand that SARS-CoV-2, the virus that causes COVID-19 is highly infectious, and thought to spread mainly from person to person through respiratory droplets produced when an infected person coughs or sneezes or by touching a surface or object that has the virus on it and that persons infected with COVID-19 may spread the virus when they are not showing any symptoms, which makes it more difficult to control the spread of COVID-19. I also understand that use of the Campus Facilities may increase participant's risk of exposure to COVID-19 and my or my Child's risk of contracting COVID-19 and transmitting COVID-19 to family members and others. I further understand that COVID-19 is associated with a serious and potentially deadly condition called Multisystem Inflammatory Syndrome in Children (MIS-C).

I understand that if I or my Child should contract COVID-19, we may experience mild to severe symptoms including, but not limited to: fever or chills; cough; shortness of breath or difficulty/trouble breathing; fatigue or inability to wake or stay awake; muscle or body aches; headache; new loss of taste or smell; sore throat; congestion or runny nose; nausea or vomiting; diarrhea; persistent pain or pressure in the chest; blood clots; new confusion; bluish lips or face; and/or any other symptoms identified by the Centers for Disease Control ("CDC") or other public health authority, which may require medical treatment or care, medical testing, and/or hospitalization and may result in serious illness, serious injury, or death. I further understand that if my Child should develop MIS-C, he or she may experience mild to severe symptoms including, but not limited to: fever; trouble breathing; fatigue, tiredness, or inability to wake or stay awake; vomiting; diarrhea; mild to severe abdominal pain; persistent pain or pressure in the chest; neck pain; new

confusion; bloodshot eyes; rash; bluish lips or face; and/or any other symptoms identified by the CDC or other public health authority, which may require medical treatment or care, medical testing, and/or hospitalization and may result in serious illness, serious injury, or death.

A link to current CDC information regarding COVID-19 can be found here: <https://www.cdc.gov/coronavirus/2019-ncov/index.html>. A link to local Los Angeles County health information about COVID-19 can be found here: <http://publichealth.lacounty.gov/acd/ncorona2019/>.

It is my responsibility to review this information and determine the risks for me and my Child. I understand that there is currently no vaccine to prevent COVID-19, and public health officials from the CDC, the state of California, and Los Angeles County maintain that the best way to prevent contracting COVID-19 is by avoiding exposure to the virus, including by maintaining a physical distance of at least six (6) feet from others, and avoiding gathering in groups. I also understand that in using the Campus facilities. I or my Child may be gathering in a group and may be unable to maintain a physical distance of at least six (6) feet from others at all times.

4. Voluntary Release: I, on my own behalf and on behalf of my Child, successors, heirs, and assigns, voluntarily release, discharge, waive and relinquish School, its officers, trustees, directors, employees, volunteers, insurers, agents and representatives (collectively “the Released Parties” or individually “Released Party”) from any and all claims, demands and liabilities that arise out of, or relate to, my Child’s or my use of the Campus Facilities, including but not limited to, claims for bodily injury, personal injury, illness (including COVID-19), emotional distress, property damage or wrongful death, except to the extent caused by the gross negligence or intentional misconduct of such Released Party. It is the intent of this Agreement to relieve the Released Parties from negligence to the greatest extent permitted by law.
5. Indemnification/Hold Harmless: To the fullest extent provided by law, I, on my own behalf and on behalf of my Child, successors, heirs, and assigns, agree to defend, indemnify, and hold harmless the Released Parties from, any and all claims, demands, liabilities, actions, suits, procedures, costs (including attorney’s fees), expenses, damages and liabilities arising out of my Child’s or my actions during use of the Campus Facilities.
6. Entire Agreement: This Agreement constitutes a single, integrated contract expressing the entire Agreement of the parties with regard to the subject matter addressed in this Agreement. There are no other agreements, written or oral, express or implied, between the parties concerning the subject matter of this Agreement.
7. Severability: I expressly agree that this Agreement is intended to be as broad and inclusive as is permitted by the law of the State of California and that if any portion thereof is held

invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

8. Acknowledgement of Understanding: I have read this Agreement, fully understand its terms, and understand that I, and my successors, heirs and assigns, am/are giving up substantial rights. I acknowledge that I have the power and authority to bind my successors, heirs and assigns. I acknowledge that I am signing the Agreement freely and voluntarily, and intend my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law.

June 10, 2022

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

IF APPLICABLE:

\_\_\_\_\_  
Name(s) of Minor/Child(ren)

My signature below represents that I have supervision of the Child listed above and have the authority to sign this Agreement on Child(ren)'s behalf.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name