

JUNE 5, 2020

ASSUMPTION OF THE RISK AND WAIVER OF LIABILITY RELATING TO CORONAVIRUS/COVID-19 YOUTH SPORTS PARTICIPATION

(Must be completed for participants under the age of 18)

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. Montgomery County Family YMCA (MCFYMCA) has put in place preventative measures to reduce the spread of COVID-19; however, MCFYMCA cannot guarantee that your child will not become infected with COVID-19. Further, participation in youth sports could increase your child’s risk of contracting COVID-19.

READ CAREFULLY BEFORE SIGNING – INITIAL EACH PARAGRAPH

____ INITIALS By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that my child_____, may be exposed to or infected by COVID-19 by participation in youth sports; and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 by youth sports participation at MCFYMCA may result from the actions, omissions, or negligence of my child and others, including, but not limited to, MCFYMCA ’s employees, volunteers, and program participants and their families.

____ INITIALS I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to my child_____ (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that he/she may experience or incur in connection their participation in youth sports at MCFYMCA . On my behalf as parent/legal guardian of _____ I hereby release, covenant not to sue, discharge, and hold harmless MCFYMCA , its employees, agents, and representatives, of and from the Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of MCFYMCA , its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation in youth sports at MCFYMCA.

____ INITIALS I represent that I have adequate insurance to cover any injury or illness my child_____ may suffer or cause while participating in this activity, or else I agree to bear the costs of such injury or illness as the parent/legal guardian. I further represent that my child_____ has no medical or physical condition which could interfere with their safe participation in this activity, or else I as the parent /legal guardian am willing to assume – and bear the costs of – all risks that may be created, directly or indirectly, by any such condition.

____ INITIALS By signing this document, I agree that if my child_____ is exposed or infected by COVID-19 during his/her participation in youth sports activity, then I may be found by a court of law to have waived my right to maintain a lawsuit against the parties being released on the basis of any claim for negligence.

____ INITIALS I as the parent /legal guardian of_____ have had sufficient time to read this entire document and, should I choose to do so, consult with legal counsel prior to signing. Also, I understand that this activity might not be made available to my child or that the cost to engage in this activity would be significantly greater if I were to choose not to sign this release, and agree that the opportunity for my child to participate in youth sports at the stated cost in return for the execution of this release is a reasonable bargain. I have read and understood this document and I as parent/legal guardian agree to be bound by its terms.

____ INITIALS If I have signed a separate general waiver of liability for my child’s participation in MCFYMCA youth sports, I agree that the terms of that waiver are wholly incorporated into this document and that the terms of this document are incorporated into the separate general waiver.

____ INITIALS *I agree that I will review safe social distancing and clean hygiene practice with my child for their participation at MCFYMCA.*

In consideration of _____ (PRINT minor’s names) being permitted to participate in this activity, I further agree to indemnify and hold harmless Releasees from any claims alleging negligence which are brought by or on behalf of my child or are in any way connected with such participation by my child.

Parent or Legal Guardian (Print)_____ Childs Name (Print)_____
Parent or Legal Guardian Signature_____ Date_____