

Parent/Guardian ("Parent(s)") Assumption of Risk, Waiver of Liability, and Indemnity Agreement

**Relating to Coronavirus/COVID-19
For Participating Athletes and Families**

The novel coronavirus, COVID-19, was declared a worldwide pandemic by the World Health Organization on March 11, 2020. COVID-19 is extremely contagious and is believed to spread from person-to-person contact. As a result, in recent months federal, state, and local governments and health agencies have prohibited and/or limited the congregation of groups of people and required social distancing. At this time, these governments and agencies have determined some level of athletic congregation may be acceptable, although they have warned that any congregation of people poses potentially significant risks associated with contracting COVID-19 even when precautions are taken to minimize these risks. If you have further questions or concerns about COVID-19 risks, it is highly recommended you discuss these risk issues with your family medical providers and that you reach out to local, state, and/or national public health offices for further information.

Valley Raiders ("VR") has determined that, when allowed by local and state authorities, VR will offer in-person conditioning and practicing and, potentially, meets ("Services") to athletes.

Parents who are willing to assume the inherent risk that their children and other family members may be exposed to COVID-19 in the environment have the option to send their children for Services after signing this waiver. On site attendance for Services is completely optional. All parents and guardians who opt to allow their Athlete(s) to participate are required to complete and adhere to the below information and safety guidelines.

VR is putting in place the following measures in an attempt to reduce the spread of COVID- 19:

- Social/physical distancing will be in place as required by county and State guidance for the completion of Services;
- To maintain physical distancing family members, except those participating as coaches, should remain in stands or away from Athletes while maintaining proper physical and social distance from others not of the same household;
- All staff and Athletes are screened for symptoms of COVID-19 and will have their temperature taken prior to entry;
- Athletes who have COVID-19 symptoms or who have come into contact with an individual with COVID-19 or COVID-19 symptoms are not allowed; and
- Everyone must adhere to the mask policy.

Initial: _____

Even with all measures taken, coming to the Services will substantially increase you and your child's risk of contracting COVID-19 as compared to not. VR has no way to control exposure that may occur to your child, particularly since so many people who are COVID-19 positive are asymptomatic and may not realize they are sick.

Other Athletes may be exposed through community spread of the disease at youth sports, hair salons, grocery stores, retail stores, religious observances/meetings, and numerous other locations throughout the community. Other Athletes also may be exposed because a family member, friend or neighbor of the Athlete went to one of these locations and was exposed.

If your Athlete has any of the following underlying conditions, it is strongly recommended they do not take participate in Services, even if they are not experiencing COVID-19 symptoms, due to the increased health risks that are associated with COVID-19 exposure for these groups:

- Serious heart conditions,
- Chronic lung disease,
- Moderate to severe asthma,
- Severe obesity (body mass index of 40 or higher),
- Immunocompromised
- Diabetes
- Chronic kidney disease undergoing dialysis
- Liver disease
- Reside with a family member with these high-risk underlying conditions

Please contact your medical provider for approval to participate in the Services if your Athlete has one or more of the above increased health risks.

Initial: _____

The following statements must be agreed to and initialed prior to an Athlete participating:

I am providing the following information on behalf of _____ (“Athlete”):

_____(initial) I promise, represent and agree that Athlete has not had contact with anyone confirmed with COVID-19 in the past fourteen (14) days on a rolling basis as long as the Athlete is participating.

_____(initial) In the future, if I have reason to believe Athlete has come into contact with someone with COVID-19, I promise and agree to immediately notify staff and keep Athlete at home for fourteen (14) days.

_____(initial) I promise Athlete, and all members of Athlete’s household, are not *currently experiencing* fever or chills, cough, shortness of breath or difficulty breathing, fatigue, muscle or body aches, headache, loss of taste or smell, sore throat, congestion or runny nose, nausea or vomiting, or diarrhea.

_____(initial) At any point in the future, if Athlete, or any member of Athlete’s household, has any of these symptoms of COVID-19 as listed above, I promise I will notify staff immediately.

_____(initial) I promise and agree to not allow Athlete to participate in any activities if they have symptoms of COVID-19: fever or chills, cough, shortness of breath or difficulty breathing, fatigue, muscle or body aches, headache, new loss of taste or smell, sore throat, congestion or runny nose, nausea or vomiting, or diarrhea.

_____(initial) I promise I will abide by the Department of Public Health quarantine and/or isolation guidelines for persons with COVID-19 or exposure to COVID-19.

_____(initial) I promise Athlete has not had any of the following symptoms *in the last fourteen (14) days on a rolling basis as long as Athlete is participating*: fever or chills, cough, shortness of breath or difficulty breathing, fatigue, muscle or body aches, headache, new loss of taste or smell, sore throat, congestion or runny nose, nausea or vomiting, or diarrhea.

_____(initial) I promise that I will ensure Athlete’s temperature is taken every day before leaving home to go to participate in Services and I will ask Athlete whether they are experiencing COVID-19 symptoms every day before leaving home. I promise I will not bring my child to Services if they have a fever or they are experiencing COVID-19 symptoms. I understand that my Athlete’s temperature will be screened prior to participating and Athletes with a fever will not be allowed to participate.

Initial: _____

_____(initial) I understand if Athlete chooses to receive Services, there is an inherent risk of exposure and infection of COVID-19 during such Services. I know, understand and voluntarily accept these risks.

_____(initial) I agree that Athlete will wear a mask at all times while except as allowed by the authorities (i.e. during heavy physical exertion). Alternatively, if my Athlete has a disability that prevents the mask from being worn, I will contact VR for an alternative accommodation, such as entering and exiting separately.

_____(initial) I agree that I will not enter the Service area without wearing a mask and will practice social distancing. Parents will only be in an area where they can spread out and are not to be near any Athletes or others not their Athlete or part of the same household.

By signing this agreement, I acknowledge the extremely contagious nature of COVID-19 and that much is not yet known about this virus and its risks and voluntarily assume the risk that my child, and any other members of our household, may be exposed to or infected by COVID-19 by participating in the Services, and that such exposure or infection may result in personal injury, illness, permanent disability, and death to child and/or anyone else exposed to COVID-19.

I understand that in some cases one or more serious childhood inflammatory diseases may have resulted from COVID-19 exposure and that it is unknown at this time what potentially serious lifelong health impairments or disabilities or life-threatening conditions might result from this or other conditions and diseases that might arise out of COVID-19 exposure as a child. I understand that the risk of becoming exposed to or infected by COVID-19 may result from the actions, omissions, or negligence of myself and others, including, but not limited to, officers, volunteers, and other Athletes and their families. I also understand that while VR is taking steps to mitigate the risk of exposure to my child at Services, that these steps cannot eliminate the significant risk of exposure or the significant health risks to Athlete and Athlete's family members as a result of exposure.

I, for myself, and on behalf of my family, Athlete, spouse, estate, heirs, executors, administrators, assigns, and personal representatives, voluntarily agree to assume all of the risks associated with COVID-19 and my child's attendance and participation at Services and accept sole responsibility for any resulting injury to my child, my family and friends, other children or myself (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I, my family and friends, or my child or other children may experience or incur in connection with my child's attendance or participation in the Services ("Claims").

Initial: _____

On my behalf, and on behalf of my child, I hereby release, covenant not to sue, discharge, and hold harmless Valley Raiders Sports, Inc. (VR), the Valley Youth Conference (including any other teams), Birmingham Community Chartered High School, its and their directors, officers, volunteers, coaches teachers, 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. To the fullest extent permitted by law, I shall indemnify each/all of the above entities and individuals from and against all claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or relating to the Claims and/or this Waiver, whether sounding in tort or contract. I understand and agree that this release includes any Claims based on actions, omissions, or negligence, whether a COVID-19 infection occurs before, during, or after participation. I have had the opportunity to review this Waiver with an attorney of my choosing and I sign here voluntarily, knowing and accepting these risks.

I have read this Assumption of Risk, Waiver of Liability, and Indemnity Agreement, fully understand its terms, and understand that I am giving up substantial rights, including my right to sue. I confirm 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.

Print Name of Parent/Guardian _____

Signature of Parent/Guardian _____

Date _____

Name of Athlete(s) _____

Initial: _____