



## Waiver of Liability COVID-19 Form

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. As a result, federal, state, and local governments and federal and state health agencies recommend social distancing and have, in many locations, prohibited the congregation of groups of people.

**SPORTS for Exceptional Athletes (S4EA)** has put in place preventative measures to reduce the spread of COVID-19; however, S4EA **cannot guarantee** that you or other members of your family will not become infected with COVID-19. Further, **attending S4EA and S4EA events could increase** your risk and your family's risk of contracting COVID-19.

To help stop the spread of COVID-19, S4EA would like everyone (age 12 & above) participating in S4EA activities to have been vaccinated.

By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that me and my family may be exposed to or infected by COVID-19 by attending and/or participating in S4EA and S4EA events and that such exposure or infection may result in personal injury, illness, permanent disability, physical and mental harm, pecuniary losses, medical expenses, loss of income, and death. I understand that the risk of becoming exposed to or infected by COVID-19 at S4EA may result from the actions, omissions, or negligence of myself and others, including, but not limited to S4EA employees, officers, volunteers, coaches, managers, officials, and program participants and their families.

I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any and all injury and losses to my family or myself including, but not limited to personal injury, illness, permanent disability, temporary disability, physical and mental harm, death, economic losses, medical expenses, loss of income, and all other damages, losses, and expenses of any kind, that I or my family may experience or incur in connection with my family's or my attendance at S4EA or participation in S4EA programming ("Claims").

On my behalf, and on behalf of my family, I hereby release, covenant not to sue, forever discharge, and forever hold harmless S4EA, and all of their officers, directors, officials, employees, volunteers, agents and representatives, all sponsoring agencies, all sponsors and advertisers, all other participants of S4EA, the owners and lessors of the premises used to conduct S4EA events, and all other persons and entities, of and from all Claims and losses, including all liabilities, claims, actions, causes of action, losses, harm, injuries, damages, costs and/or expenses of any kind arising out of or relating to the attending or participation in S4EA and S4EA events. I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of S4EA, its employees, agents, volunteers, officers, and representatives, whether a COVID-19 infection occurs before, during, or after attending or participating in any S4EA program.

I have read and agree to follow the [S4EA Sports Practices Rules & Guidelines during Coronavirus Pandemic](#).

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## S4EA Release Form

I hereby represent and warrant that, to the best of my knowledge and belief, the athlete is physically and mentally able to participate in the SPORTS for Exceptional Athletes program involving sports training and competition. I hereby give permission for the athlete to participate in the SPORTS for Exceptional Athletes program and adhere to the S4EA Code of Conduct.

In consideration for the SPORTS for Exceptional Athletes program providing the opportunity for athlete to participate in the SPORTS for Exceptional Athletes program, I hereby release SPORTS for Exceptional Athletes and its officers, directors, volunteers, agents, contractors, supporters, or any other person associated with SPORTS for Exceptional Athletes, from any and all claims, damage, injury, **or illness** that the athlete may suffer as a result of participation in the SPORTS for Exceptional Athletes program. In addition, I hereby agree to indemnify, defend and hold SPORTS for Exceptional Athletes harmless from any and all claims for loss, damage (including attorneys' fees and costs, including, but not limited to experts and consultants' fees), liability, death, or injury to the person or property arising from or related to the athlete's participation in the SPORTS for Exceptional Athletes program, **and from liability resulting from illness such as communicable diseases including COVID-19**.

I assume all risks and hazards involved in, or incidental to, the participation of athlete in the SPORTS for Exceptional Athletes program and hereby consent to athlete to receive first-aid and/or emergency care by a qualified Emergency Medical Technician or physician in the event of any injury during any SPORTS for Exceptional Athletes program.

I agree to provide all pertinent medical information to SPORTS for Exceptional Athletes and to assist SPORTS for Exceptional Athletes so that adequate precautions can be made and so that appropriate care can be provided to athlete during SPORTS for Exceptional Athletes program. I agree to have all of above named athlete's necessary medication on hand with proper instructions during any SPORTS for Exceptional Athletes program.

I hereby grant SPORTS for Exceptional Athletes, its affiliates, franchises, advertising and promotional agencies, and their agents, the irrevocable, unrestricted right to use, publish, display and distribute materials bearing the athlete's name, voice, likeness or any other identifiable representation of athlete or family members. These materials may appear in any form, style, color or medium whatsoever (including photographs, videotapes, films, sound recording, software, drawing, prints, broadcast, internet, and electronic media). I agree that all material containing any identifiable representation of above named athlete shall be and remain the sole and exclusive property of SPORTS for Exceptional Athletes. I hereby release and forever discharge SPORTS for Exceptional Athletes from any and all liability and damages relating to the use of athlete's name, voice and any other identifiable representation of athlete. I have agreed to the above in consideration of the opportunity given to athlete by SPORTS for Exceptional Athletes to appear in these materials. I acknowledge that I have fully read and understand this document.

The athlete has signed the Waiver of Liability COVID-19 Form.

For more information, please contact SPORTS for Exceptional Athletes at 858-565-7432.