

**RELEASE OF LIABILITY, ASSUMPTION OF RISK AND
INDEMNIFICATION AGREEMENT RELATING TO COVID-19**

Participant Name: _____ **Age:** _____

The severe acute respiratory syndrome coronavirus 2, SAR-CoV-2 (“coronavirus”), causes the illness COVID-19 which has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely dangerous and the coronavirus is extremely contagious and believed to be spread from person-to-person contact. As a result, federal, state and local governments and health agencies recommend established guidelines to reduce the risk of spreading the coronavirus. These include requiring social distancing and, in many locations, prohibiting the congregation of large groups of people. These guidelines are for the safety of the public and should be followed. Notwithstanding recommendations and guidelines by these entities, it must be understood that the coronavirus and COVID-19 are continuing threats to the health and lives of the citizens of New York.

_____ Club, _____ Soccer Association, and New York State West Youth Soccer Association, (“Association”), collectively referred to as the “NYSWYSA Affiliated Organizations,” have put in place preventative measures to reduce the spread of COVID-19. However, it is understood that the NYSWYSA Affiliated Organizations cannot guarantee that you or your child(ren) will not come into contact with or become infected by the coronavirus. Your mere physical presence at soccer activities of the NYSWYSA Affiliated Organizations could increase your risk and your child(ren)’s risk of becoming infected by the coronavirus and developing COVID-19.

In consideration of being allowed to participate in any way in the program, related events and activities, I the undersigned, acknowledge, appreciate, and agree that:

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1. By signing this agreement, I, on behalf of myself (if a participant age 18 or older) or on behalf of myself and my minor child(ren) identified below, acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that my child(ren) and/or I may be exposed to or infected by the COVID-19 virus by attending or participating in soccer activities of the NYSWYSA Affiliated Organizations and that such exposure may result in personal injury, illness, permanent disability or death. Notwithstanding the risk of infection, my minor child(ren), if any, and I wish to voluntarily participate in soccer activities offered by the NYSWYSA Affiliated Organizations.
 2. The soccer activities offered by the NYSWYSA Affiliated Organizations include, without limitation, practices and other training, soccer matches, team activities and possibly travel for soccer matches to facilities which are not under the control of the NYSWYSA Affiliated Organizations (the “soccer activities”). I understand that although the NYSWYSA Affiliated Organizations have taken precautions to provide proper organization, supervision, instruction and equipment for the soccer activities, it is impossible for the NYSWYSA Affiliated Organizations to guarantee absolute safety from infection by the coronavirus.
 3. I understand that the risk of becoming exposed to or infected by the coronavirus, and the risk of developing COVID-19 through participation in the soccer activities includes the risk arising out of or related to the actions, omissions, or negligence of myself and others including, but not limited to, the NYSWYSA Affiliated Organizations and their respective directors, officers, employees, agents, and representatives.
 4. I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury or harm to myself or my minor child(ren), if any, including, but not limited to, personal injury, disability, death, and illness, including developing COVID-19; and any damage, loss, claim, liability, or

expense, of any kind, that I may experience or incur, arising out of, caused by, or in any way related to exposure to the coronavirus or COVID-19 through participation in any of the soccer activities.

- 5. **I hereby release, waive, covenant not to sue, discharge, and hold harmless** the NYSWYSA Affiliated Organizations and their respective directors, officers, employees, agents, and representatives of and from any and all liabilities, claims, actions, damages, costs or expenses of any kind **including illness, injury, disability or death** arising out of, caused by or relating or in any way related to exposure to the coronavirus or COVID-19 through participation in any of the soccer activities (the "Released Claims"). I understand and agree that this release and waiver of claims includes any claims based on the actions, omissions, or negligence of the NYSWYSA Affiliated Organizations and their respective directors, officers, employees, agents, and representatives, whether a coronavirus infection occurs before, during, or after participation in any of the soccer activities.
- 6. **I agree to protect, defend, indemnify and hold harmless** the NYSWYSA Affiliated Organizations and their respective directors, officers, employees, agents, and representatives regarding any of the Released Claims, and shall be liable to pay attorneys' fees and costs incurred by the NYSWYSA Affiliated Organizations or any of the foregoing persons mentioned in this paragraph, in the event that I pursue, or any person claiming to act on my behalf or on behalf of my minor child(ren) pursues, any demand, claim or legal action based upon or in away related to the Released Claims.
- 7. I acknowledge my responsibility not to play or practice or to allow my child to practice or play if I am exhibiting symptoms of COVID-19. If, however, I observe any symptoms during my or my child's participation or presence at a game or practice, I will remove myself or my child from participation, and bring such to the attention of my coach or team official immediately.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

X _____

Participant's Signature (Required for 18 & over)

Age

Date

FOR PARENTS/GUARDIANS OF PARTICIPANT OF MINOR AGE (UNDER AGE 18 AT TIME OF REGISTRATION)

X _____

Parent/Guardian Signature

Date

Emergency Phone Number(s)

PRINT THE NAME(S) OF THE MINOR CHILD(REN), IF ANY, FOR WHOM YOU ARE SIGNING THIS ASSUMPTION OF THE RISK, WAIVER OF LIABILITY, RELEASE AND INDEMNIFICATION AGREEMENT
