

RELEASE OF LIABILITY AND ASSUMPTION OF RISK

I desire to enter Muhlenberg School District athletic buildings and grounds (“**Premises**”) in the Muhlenberg School District (“**MSD**”) to engage in gatherings for practices and games, or any other group assembly (the "**Activity**"). As lawful consideration for being permitted by MSD to be on the Premises and engage in the Activity, I agree to all the terms and conditions set forth in this agreement (this "**Agreement**").

1. I am aware of the contagious nature of the 2019 novel coronavirus disease (“**COVID-19**”) and the risk that I may be exposed to or contract COVID-19 by being on the Premises and engaging in the Activity. I understand and acknowledge that such exposure or infection may result in serious illness, personal injury, permanent disability or death. I acknowledge that this risk may result from or be compounded by the actions, omissions, or negligence of others, including volunteers, coaches and MSD employees. I understand that while MSD has implemented preventative procedures to reduce the spread of COVID-19 (a copy of which is attached as Exhibit “A”), MSD cannot guarantee that I will not become infected with COVID-19 while on the Premises and that being on the Premises may increase my risk of contracting COVID-19. **NOTWITHSTANDING THE RISKS ASSOCIATED WITH COVID-19, I ACKNOWLEDGE THAT I AM VOLUNTARILY ENTERING THE PREMISES TO ENGAGE IN THE ACTIVITY WITH KNOWLEDGE OF THE DANGER INVOLVED. I HEREBY AGREE TO ACCEPT AND ASSUME ALL RISKS OF PERSONAL INJURY, ILLNESS, DISABILITY OR DEATH RELATED TO COVID-19, ARISING FROM MY BEING ON THE PREMISES OR ENGAGING IN THE ACTIVITY, WHETHER CAUSED BY THE NEGLIGENCE OF MSD OR OTHERWISE.**

2. I hereby expressly waive and release any and all claims, now known or hereafter known, against MSD, and its officers, directors, employees, agents, affiliates, successors, and assigns (collectively, "**Releasees**"), on account of injury, illness, disability, or death arising out of or attributable to my being on the Premises or engaging in the Activity and being exposed to or contracting COVID-19, whether arising out of the negligence of MSD or any Releasees or otherwise. I covenant not to make or bring any such claim against MSD or any other Releasee, and forever release and discharge MSD and all other Releasees from liability under such claims.

3. I am familiar with federal, state, and local laws, orders, directives, and guidelines related to COVID-19, including the Centers for Disease Control and Prevention (CDC) guidance on COVID-19. I will comply with all such orders, directives, and guidelines while on the Premises, including, without limitation, requirements related to hand sanitation, social distancing, use of face coverings, and those set forth in Exhibit “A”. I agree not to enter the Premises if I am experiencing symptoms of COVID-19 including but not limited to cough, shortness of breath, or fever, have a confirmed or suspected case of COVID-19, or have come in contact in the last 14 days with a person who has been confirmed or suspected of having COVID-19.

4. I shall defend, indemnify, and hold harmless MSD and all other Releasees against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including but not limited to reasonable attorney fees, and the costs of enforcing any right to indemnification under this Agreement, and the cost of pursuing any insurance providers, arising out or resulting from any claim of a third party related to COVID-19 due to my engaging in the Activity or being on the Premises.

5. Require Athletes and Coaches to provide their own water bottle for hydration. Participation will be denied without proper hydration.

6. Students who are deemed as HIGH RISK (Asthma, Diabetes, Auto-Immune Disorders, etc.) will only be permitted to participate with a current physical and clearance by a licensed physician.

7. All workouts will be off-limits for anyone other than student-athletes, coaches, training staff, and school officials in order to limit the number of people on campus and to ensure high levels of safety.

Sport: _____ High Risk Health Condition: No _____ Yes _____ Condition _____

[SIGNATURE PAGE FOLLOWS]

BY SIGNING, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS AGREEMENT AND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE MUHLENBERG SCHOOL DISTRICT.

Signed:

Printed Name:

Address:

Date: _____

I am the parent or legal guardian of the minor named above. I have the legal right to consent and, by signing below, I hereby do consent to the terms and conditions of this Release of Liability.

Signed:

Printed Name of Parent or Legal Guardian:

Address:

Date: _____

Witnessed:

Printed Name of Witness:

Address:

Date: _____