

# ***COVID Waiver and Release of Liability***

## **\*PLEASE READ CAREFULLY**

I, the legal parent/guardian of the minor participant, acknowledge and understand the inherent risks of the COVID-19 Virus affecting my child's participation in Boys & Girls Club of the Northern Plains activities. I understand that by choosing to permit my child to participate in the Mini Mac Hoops Basketball Tournament on January 2<sup>nd</sup>, January 23<sup>rd</sup>, or January 30<sup>th</sup>, I agree to the following:

1. I acknowledge and fully understand that my child will be engaging in an activity where COVID-19 (Coronavirus) or other such illnesses will likely be present. I acknowledge that engagement in the activity contains serious risks (including disability and death) not only from my or my child's actions, but also from the action, inaction or negligence of others; and further, that there may be serious risks not known to me or not reasonably foreseeable that may result in injury, death, illness, or disease to myself, my child, my family members, or other persons. I further acknowledge and understand that my child and I can avoid these serious risks by not participating in the activity, but that I have chosen to permit my child's participation in the activity. I certify that my child is in good health and has no known physical or health care limitations that would increase risk of harm to myself, my child, my family members, or other persons.

2. On behalf of my child, I agree to accept and personally assume all risks in connection with my child's participation in this activity, and I release, discharge, waive and covenant not to make claims or bring lawsuits against the Boys & Girls Club of the Northern Plains, and its board members, administrators, agencies, agents, affiliates, associates, officers, directors, and employees from demands, losses or damages on account of any personal injury, disability, and death, illness, damage, loss, claim, liability, or expense, of any kind arising out of or relating to participation in or attendance at the activity, caused or alleged to be caused in whole or in part by my child's participation in the activity, third party actions, inaction, or otherwise. Further, on behalf of my child and myself, I promise, covenant, and agree to indemnify, defend, and hold harmless the Boys & Girls Club of the Northern Plains from any and all liabilities, losses, damages, claims, expenses, and charges (including, without limitation, reasonable attorneys' fees and costs of defense) which arise from or are related to the activity. This release does not apply to workers' compensation benefits, if any, but does apply to all other claims stemming from exposure to the COVID-19 Virus even if such exposure was substantially certain to occur.

3. The terms of this agreement shall bind the members of my family, if I am alive, and my heirs, assigns and personal representatives if I am deceased.

4. I acknowledge and understand that if any portion of this document is found to be void or unenforceable by a court of competent jurisdiction, such void or unenforceable portion shall be modified by such court so that it may be valid and enforceable, if possible, and, if not possible, such void or unenforceable portion shall be severed from this document and, in either case, the remaining portions of this document shall remain in full force and effect.

## ***Participant Waiver and Release for Minors***

By signing below, I am giving my child permission to participate in the Mini Mac Hoops Basketball Tournament on January 2<sup>nd</sup>, January 23<sup>rd</sup>, or January 30<sup>th</sup> in Yankton, South Dakota from 8 AM to 10 PM. I understand and acknowledge that basketball could potentially pose a risk to my child, including the risk of serious injury or death. I, as a parent or guardian of a minor, do hereby, for my child, myself, my heirs, executors and administrators, remise, release and forever discharge the Boys & Girls Club of the Northern Plains and all officers, directors, employees, agents and volunteers of the organization, acting officially or otherwise, from any and all claims, demands, actions or causes of action which in any way arise from the minor's participation in the above noted event. I hereby certify that the minor is my child and I do hereby certify that to the best of my knowledge and belief said minor is in good health. In case of illness or accident, permission is granted for emergency treatment to be administered. It is further understood that the undersigned will assume full responsibility for any such action, including payment of costs. I hereby advise that my child has had all the following allergies, medicine reactions or unusual physical conditions which should be made known to a treating physician. By signing below, I am also giving my child permission for the release of any photos.

\*If your child has any allergies, please write them below beside your child's name. \*

**I have read the entire above waiver and release, understand it completely, acknowledge that it cannot be modified or changed in any way by oral representations, and further understand that by signing below, I have waived substantial legal rights on behalf of my child and myself.**

**Team Name:** \_\_\_\_\_ **Gender:** \_\_\_\_\_ **Grade/Division:** \_\_\_\_\_

[illegible]