

City of La Vista 2021

COVID-19: Participants Agreement for Sports or Other Recreational Activities

(Please print clearly or type and fill in all blanks and sign below.)

Participant Name (Player, Coach, Official, or Other Participant): _____

Address: _____

Municipality: _____ State: _____ Zip: _____

Telephone #: _____

Age of Participant _____ Activity _____ Team Name: _____

If Participant is 18 years of age or older, only Participant must sign. If Participant is 17 years Old or Younger, Parent or Legal Guardian must sign.

ACKNOWLEDGMENT AND ASSUMPTION OF RISK

The COVID-19 coronavirus has been declared a worldwide pandemic, is extremely contagious and is believed to spread mainly from person-to-person contact. By signing this, you ACKNOWLEDGE AND ASSUME ALL RISKS AND DANGERS OF ILLNESS, DISEASE, MEDICAL COMPLICATIONS, INJURY OR DEATH, caused by or related to COVID-19, by voluntarily entering the property and/or facilities of any Municipality and participating in or viewing adult and/or youth games, practices, or other recreational activities, or by authorizing the participation of a minor in or the presence of a minor at such games, practices, or other recreational activities. No one guarantees that you or your child(ren), or others coming in contact with you or your children, will not become infected with COVID-19, and as a result become seriously ill or die. The person signing below voluntarily assumes this risk because she/he chooses or elects to do so.

COVID-19 RELEASE AND INDEMNITY AGREEMENT AND COVENANT NOT TO SUE

In consideration of the above-listed player, coach, official, or other person ("Participant") being allowed to participate in City leagues or programs, adult and/or youth team sports or other recreational activities on municipal property and/or facilities, the Participant or the parent(s) or legal guardian (if Participant is a Minor), on his or her own behalf and on behalf of any Minor Participant, agree as follows:

1. RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE. The person signing below agrees to release, waive, discharge, and covenants not to sue the City (hereinafter, Municipality) in whose leagues or programs, or on whose property and/or facilities, Participant participates in any adult and/or youth games, practices, or other recreational activities, together with each such Municipality's mayor and council, village board of trustees, manager/administrator, clerk, agents and employees, and all others who participate with Participant in such activities (all of whom are collectively referred to herein as "Releasees"), and each of them, from any and all liability to the Participant (or Participant's personal representatives, assigns, heirs, parents, legal guardians, siblings, children or dependents) on account of any injury, illness, disease, loss, cost, expense, quarantine or death from the COVID-19 coronavirus and any complication or related disease or condition, occurring as a result of participating in any City league or program, entering the property of any such Municipality, participating in or viewing any such game, practice, or other recreational activity, or other use of facilities on the property

of any such Municipality, whether such injury, sickness, disease, condition, or death is caused by the negligence or other wrongful conduct of one or more of the Releasees or any other participants, spectators or other individuals, or whether liability for such injury, sickness, disease, condition, or death is assigned to one or more of the Releasees as a matter of strict liability or any other legal doctrine; and

2. INDEMNIFY AND SAVE AND HOLD HARMLESS THE RELEASEES. The undersigned agrees to indemnify and hold harmless the Releasee, and each of them, from any liability, claim, damage, loss, cost or expense (including, but not limited to, attorneys' fees and other defense costs) arising out of or related to the Participant's participation in any City league or program, or the Participant's or any of the undersigned's entry onto the property and/or facilities of any such Municipality in connection with any City league or program, or any game, practice, or other recreational activity, whether such claim is based on one or more of the Releasees' negligence, breach of contract or warranty, strict liability or other legal theory..

3. THE PERSON(S) SIGNING BELOW AGREE(S) to comply, and if the undersigned is a guardian signing on behalf of a minor Participant, shall ensure that Participant shall comply, with all federal, state and local laws, rules, regulations, or other guidance, all directed health measures and guidelines, as adopted or amended from time to time, including without limitation, applicable provisions of the *June 1st Statewide Sports Reopening Guidelines*, as periodically updated or modified, and all safety or security policies or procedures established by any such Municipality relating to COVID-19 or other safety or hygiene precautions, understanding that the Municipality may elect to deny entrance to the property (including any facilities present thereon) and the Participant may not be allowed to participate or continue to participate in the game, practice, or other recreational activity at the election of the Municipality at any time. The undersigned agree(s) that in the event any portion of this document is held to be invalid, the balance shall, notwithstanding, continue in full legal force and effect to the greatest extent possible under applicable law. The parents or guardian of the Participant agree that by signing below they are, in addition to binding themselves and binding any minor Participant on whose behalf they have signed, to the maximum extent permitted by applicable law to this Agreement in full.

I AM THE AGE OF MAJORITY, AM COMPETENT AND HAVE FULL AUTHORITY TO SIGN THIS, HAVE READ THE ABOVE AND UNDERSTAND ITS TERMS. I SIGN KNOWING ITS EFFECTS.

Date	Signature of Participant (If 18 Years Old or Older)	Print Clearly or Type Name of Participant
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Date	Signature of Parent (If Participant is 17 Years Old or Younger)	Print Clearly or Type Name of Parent
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Date	Signature of Legal Guardian (If Applicable)	Print Clearly or Type Name of Legal Guardian
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