

**OUR LADY OF MERCY CATHOLIC HIGH SCHOOL ATHLETICS DEPARTMENT
WAIVER/RELEASE FOR COMMUNICABLE DISEASES INCLUDING COVID-19**

ASSUMPTION OF RISK / WAIVER OF LIABILITY / INDEMNIFICATION AGREEMENT

In consideration of my child/ward (and for myself if I am a student age 18 or above) being allowed to participate in athletic programs and related events and activities held at or sponsored by {*Insert School Name*} (the "School"), the undersigned acknowledges, appreciates, and agrees that:

1. Participation by my child/ward in such athletic programs and events, including travel to/from such programs and events, is voluntary and includes possible exposure to and illness from infectious diseases, including but not limited to MRSA, influenza, and/or COVID-19. While rules, procedures and personal discipline may reduce this risk, the risk of serious illness, death or other physical or psychological injury does exist; and,
2. On behalf of myself, my family members, and my child/ward, I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my child/ward's participation; and,
3. I willingly agree to comply, and will instruct my child/ward to comply, with the stated and customary terms and conditions for participation as regards protection against infectious diseases. If, however, I observe any unusual or significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest School official immediately; and,
4. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE, HOLD HARMLESS AND PROMISE NOT TO SUE the School their officers, officials, agents, and/or employees, other participants, sponsoring agencies, sponsors, advertisers, and if applicable, owners and lessors of premises used to conduct the athletic programs or events ("RELEASEES"), WITH RESPECT TO ANY AND ALL ILLNESS, INJURY, DISABILITY, DEATH, or loss or damage to person or property resulting from infectious diseases including but not limited to MRSA, influenza, and COVID-19, ARISING IN WHOLE OR IN PART FROM THE NEGLIGENCE OF RELEASEES, to the fullest extent permitted by law.
5. This is to certify that I, as parent/guardian, with legal responsibility for this participant, have read and explained the provisions in this waiver/release to my child/ward including the risks of presence and participation and his/her personal responsibilities for adhering to the rules and regulations for protection against communicable diseases. Furthermore, my child/ward understands and accepts these risks and responsibilities. I, for myself, my spouse, and child/ward do consent and agree to his/her release provided above for all the Releasees and myself, my spouse, and child/ward do release and agree to indemnify and hold harmless the Releasees for any and all liabilities incident to my minor child's/ward's presence or participation in these activities as provided above, EVEN IF ARISING FROM THEIR NEGLIGENCE, to the fullest extent provided by law.
6. If I am a student age 18 or over, I understand the legal consequences of signing this document and release the Releasees from all liability, promise not to sue the Releasees, and assume all risks of participating in the School's athletic programs and events, including travel to and from such programs and events, on the terms described above.

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/ACKNOWLEDGING, AND SIGN/ACKNOWLEDGE IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

Name of participant: _____

Name of parent/guardian: _____

Name of parent/guardian: _____

Parent/guardian signature _____

Parent/guardian signature: _____

Date signed: _____

Date signed: _____

Participant signature: _____ (IF participant is age 18 or over)

Date signed: _____

(IF participant is age 18 or over)