

ST. PAUL SCHOOL (PRINCETON, NJ) ATHLETIC COMMITTEE

WAIVER / RELEASE FOR COMMUNICABLE DISEASES INCLUDING COVID-19 ASSUMPTION OF RISK / WAIVER OF LIABILITY / INDEMNIFICATION AGREEMENT

In consideration of being permitted to participate in St. Paul School (Princeton, NJ) athletic committee (“SPAC”) athletic programs, games, practices and related events and/or activities (the “Program”), the undersigned, on behalf of the undersigned, the child in the Program for whom the undersigned is responsible (“Participant”), and all of the undersigned’s family members (the undersigned, the Participant and all such family members, “Releasers”) hereby acknowledges, appreciates, and agrees that:

1. The inherent risks of injury and/or illness from the athletic programs/activities involved in the Program is significant, including the potential for permanent paralysis and death;
2. Because the Program will require being in close proximity and/or contact with others, Releasers may be exposed to individuals who carry one or more communicable diseases, including but not limited to COVID-19;
3. The Releasers KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES (as defined below) or others, and the Releasers assume all full responsibility for participation in the Program;
4. The Releasers willingly agree to comply with the stated and other terms and conditions for participation established by the Program, including those requirements set forth in the NJDOH guidelines which are appended to this waiver and incorporated herein by reference. Consistent with these guidelines, the Releasers acknowledge that the temperature of participants in the Program and/or other Releasers may be taken prior to any scheduled program, related event, or activity. The Releasers acknowledge that if any body temperature so taken is above that recommended by the NJDOH guideline, or if any Releaser demonstrates any sign of illness in the judgment of any Releasee (as defined below), such Releaser may be prohibited from participating in or observing the Program. The Releasers agree that if any Releaser has knowingly been exposed to anyone who has tested positive for or suspected to have contracted COVID-19, the Releasers will refrain from participating in the Program for a period of 14 days following such exposure. If any Releaser observes any unusual significant hazard during presence or participation in the Program, such Releaser will remove him or herself from participation and bring such to the attention of the nearest official immediately; and
5. The Releasers HEREBY KNOWINGLY AND FREELY RELEASE, INDEMNIFY AND HOLD HARMLESS SPAC, their coaches, officials, volunteers, agents and/or employees, other participants, their family members, St. Paul School, St. Paul Parish, the Municipality of Princeton, and if applicable, owners and lessors of the premises used to conduct the event (collectively, the “Releasees”), FROM AND AGAINST AND WITH RESPECT TO ANY AND

ALL INJURY, ILLNESS, DISABILITY, DEATH, or loss or damage to person or property or other costs, causes of action, claims, liabilities or damages, relating to the Program or any events, facts, actions, inactions, or circumstances incident or related thereto, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.

6. The Releasors have read and understand the NJDOH guidelines and agree to comply with all State and Local guidelines. View NJDOH Guidelines Here: https://nj.gov/health/cd/documents/topics/NCOV/COVID_GuidanceForSportsActivities.pdf

7. THE UNDERSIGNED HAS READ THIS AGREEMENT, BEFORE ACKNOWLEDGING BELOW, FULLY UNDERSTANDS ITS TERMS, UNDERSTANDS THAT THE RELEASORS HAVE GIVEN UP SUBSTANTIAL RIGHTS BY AGREEING TO IT ON THE UNDERSIGNED'S OWN BEHALF AND ON BEHALF OF THE OTHER RELEASORS, AND THE UNDERSIGNED SIGNS IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

FOR PARTICIPANTS OF MINORITY AGE (UNDER AGE 18 AT THE TIME OF REGISTRATION)

This is to certify that the undersigned, as parent/guardian, with legal responsibility for the Participant, have read and explained the provisions in this agreement to my child/ward Participant including the risks of presence and participation in the Program and his/her personal responsibilities for adhering to the rules and regulations established by NJDOH, the Municipality of Princeton and/or other municipalities where Program activities take place, and the Program for protection against communicable diseases. Furthermore, the undersigned's child/ward Participant understands and accepts these risks and responsibilities. The undersigned, on behalf of all Releasors, do consent and agree to the release and indemnity provided above for all the Releasees.

Name of Participant: _____

Signature of Participant or parent/guardian in the event participant is a minor:

Name of parent/guardian:

Date signed:
