

# Waiver for Allowing Student-Athletes to Participate in Moon Area Athletics

Dear Parents and Guardians,

Thank you for your patience as we have been preparing for implementing our return to participation plan for Moon Area Athletics. Our plan includes daily health symptoms and temperature reporting prior to participation in any team activity, promoting good hygiene, utilization of hand sanitizer, encouraging social distancing through spacing and reduced group size, no shared water bottles and utilizing masks as appropriate.

## ASSUMPTION OF RISK, WAIVER AND RELEASE FROM LIABILITY

FOR PERSONS UNDER EIGHTEEN (18) YEARS OF AGE, A PARENT OR LEGAL GUARDIAN MUST COMPLETE AND SIGN THIS FORM.

PLEASE READ CAREFULLY BEFORE SIGNING THIS ASSUMPTION OF RISK, WAIVER, AND RELEASE FROM LIABILITY FOR ALL ACTIVITIES INVOLVED WITH THE SPORT(S) LISTED BELOW ON THE MOON AREA CAMPUS, OTHER DESIGNATED PRACTICE AREAS OR AWAY EVENTS.

Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_

Street Address: \_\_\_\_\_ City: \_\_\_\_\_

Zip Code: \_\_\_\_\_

**Name of Sport(s) to be Released (Moon Area Gymnastics Association):** \_\_Gymnastics\_\_

**Dates of Activity/Program:** From June 24, 2020 to June 30, 2021.

1. **ASSUMPTION OF THE RISK.** The undersigned assumes all risks which are foreseeable and involved with or may arise out of his or her voluntary participation in athletic training/practices, scrimmage games, exhibition games, and/or related athletic activities, or his or her child's voluntary participation in athletic training/practices, scrimmage games, exhibition games, and/or related athletic activities, including, but not limited to, the negligent and/or willful and wanton acts of others, the criminal and/or intentional acts of others, the omission of an act of another, a defect or condition of the premises, a defect in the vehicles used for transport, or the unavailability of emergency care. The undersigned does not assume the risks of injuries caused by the gross negligence, or willful or wanton misconduct of any officials, officers, employees, or agents of the Moon Area School District.

2. **RELEASE.** The undersigned releases the Moon Area School District and all of its officers, trustees, employees, volunteers and agents not to initiate litigation on account of or in connection with any claims, causes of action, injuries, illnesses, damages, and/or cost of expenses arising out of the activities involved in athletic training/practices, scrimmage games, exhibition games, and/or related athletic activities, including but not limited to, sprains or torn ligaments, tendons and

muscles; broken bones; bruises; concussions; dislocations; cuts; allergic reactions; injuries due to physical contact with other participants, playing surfaces, and equipment; and other physical, mental, and emotional injuries including those claims, causes of action, injuries, illnesses, damages, and/or cost of expenses based on death, bodily injury, or property damage whether or not caused by the negligence or other fault of the parties being released.

3. COVID-19. I understand the hazards of the novel coronavirus (“COVID-19”) and am familiar with the Centers for Disease Control and Prevention (“CDC”) guidelines regarding COVID-19. I acknowledge and understand that the circumstances regarding COVID-19 are changing from day to day and that, accordingly, the CDC guidelines are regularly modified and updated and I accept full responsibility for familiarizing myself with the most recent updates. Notwithstanding the risks associated with COVID-19, which I readily acknowledge, I hereby willingly choose to participate/attend in the Activities identified above. I acknowledge and fully assume the risk of illness or death related to COVID-19 arising from my being in or about the Location of Activity/Program and participating/attending in the Activities and hereby **RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE** (on my behalf and any minor children for whom I have the capacity to contract) the Moon Area School District; their owners, officers, directors, agents, employees, volunteers and assigns from any liability related to COVID-19 which might occur as a result of my participation/attendance in the Activities.

4. WAIVER. The undersigned waives the protection afforded by any statute of law in any jurisdiction whose purpose, substance, cause and/or effect is to provide that a general release shall not extend to claims, material or otherwise, which the person giving the release does not know or suspect to exist at the time of executing this Release. This means, in part, that the undersigned is releasing unknown future claims.

5. INDEMNITY AND DEFEND. The undersigned agrees to indemnify and defend the Moon Area School District, and all of its officers, trustees, employees, volunteers and agents (hereinafter jointly referred to as “indemnitee”) against, and hold them harmless from, any and all claims, causes of action, damages to or destruction of any property of the indemnitee or any others, infection of COVID-19 or any other illness, injury or death that may result to the undersigned, the undersigned’s child, or anyone else.

6. MEDICAL CARE. I understand and agree that the Moon Area School District may not be able to provide medical personnel at all times. I hereby give my consent to an officer, trustee, employee, volunteer and/or agent to provide my child with medical assistance and/or treatment in the event of an emergency. I also agree to allow the Moon Area School District to share any and all medical information about my child with any party called to assist in my child’s care. Finally, I agree to save and hold harmless and indemnify the Moon Area School District from all liability, loss, cost, claim, lawsuit, or damage, whatsoever, including injury, death, or property damage, which may be imposed upon the Moon Area School District because of any defect in or lack of such capacity to so act or caused, or alleged to be caused, in whole, or in part, by the negligence of the released parties.

7. JURISDICTION/VENUE/GOVERNING LAW: The protections provided by this Assumption of Risk, Waiver, and Release from Liability only enhance those protections already provided by the laws of the Commonwealth of Pennsylvania. This Assumption of Risk, Waiver and Release from Liability shall be construed and enforced according to the laws of the Commonwealth of Pennsylvania. This Assumption of Risk, Waiver and Release from Liability shall be construed and

enforced according to the laws of the Commonwealth of Pennsylvania, and any action to enforce any provision contained herein shall be brought exclusively in the Court of Common Pleas of Allegheny County, Pennsylvania.

8. **SEVERABILITY.** If any provision of this Agreement is prohibited, invalidated, or unenforceable in any jurisdiction, that provision will, as to that jurisdiction, be ineffective to the extent of the prohibition, invalidity or unenforceability without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of that provision in any other jurisdiction, unless it materially alters the nature or material terms of the Agreement.

9. **ACKNOWLEDGEMENT.** THE UNDERSIGNED HAS READ AND UNDERSTANDS THIS AGREEMENT AND REALIZES IT RELATES TO SURRENDERING AND RELEASING VALUABLE LEGAL RIGHTS AND DOES SO FREELY AND VOLUNTARILY. MOREOVER, THE UNDERSIGNED UNDERSTANDS THAT HIS OR HER PARTICIPATION/ATTENDANCE IN THE ABOVE NOTED ACTIVITIES OR HIS OR HER CHILD'S PARTICIPATION/ATTENDANCE IN THE ABOVE NOTED PROGRAM IS VOLUNTARY.

PRINTED NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

DATE: \_\_\_\_\_

PRINTED NAME OF PLAYER IF SIGNED BY PARENT/GUARDIAN: \_\_\_\_\_