

# Merrimack Cardinals COVID-19 Waiver

Participants registered for Merrimack Cardinals Football and Cheer teams and or any sponsored clinics are required to complete the COVID-19 wavier/release below.

Please include the primary email address and phone number where the parent/guardian can be reached while training is in progress.

Email address \_\_\_\_\_

Participant Name \_\_\_\_\_

Child's age (As of July 31st 2020) \_\_\_\_\_

Parent/Guardian Name \_\_\_\_\_

Parent/Guardian Phone Number \_\_\_\_\_

## WAIVER/RELEASE/ASSUMPTION OF RISK FOR COMMUNICABLE DISEASES INCLUDING COVID-19

In consideration of being allowed to participate in programs, related events, or activities offered by the Merrimack Cardinals including access to the fields while in use,, the undersigned acknowledges, appreciates, understands, and agrees that:

1. Participation includes possible exposure to, and illness from, infectious diseases including but not limited to MRSA, influenza, and COVID-19 (collectively "Infectious Diseases"). While particular rules and personal discipline may reduce this risk, the risk of serious illness and death does exist;
2. The Merrimack Cardinals cannot prevent you or your child(ren) from becoming exposed to, contracting, or spreading Infectious Diseases while participating in the Merrimack Cardinals programs or accessing its premises or fields. It is not possible to prevent against the presence of Infectious Diseases. Therefore, if you choose to utilize services or enter into Merrimack Cardinals Clinics or practices, you may be exposing yourself to Infectious Diseases and or increasing your risk of contracting or spreading Infectious Diseases;
3. I willingly agree 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 Merrimack Cardinal official immediately;

4. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE, HOLD HARMLESS, AND AGREE TO INDEMNIFY Merrimack Cardinals, their officers, directors, officials, agents, employees, other participants, sponsoring agencies, sponsors, advertisers, and if applicable, owners and lessors of premises used to conduct the programs ("RELEASEES"), WITH RESPECT TO ANY AND ALL ILLNESS, DISABILITY, DEATH, or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF RELEASEES OR OTHERWISE, to the fullest extent permitted by law;

5. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS PERTAINING TO INFECTIOUS DISEASES, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my participation; and

6. I certify if at any time following the execution of this release, myself or my child(ren) (1) experience any symptoms of COVID-19, (2) have come in contact with any individual who tested positive for COVID-19, (3) have tested positive for COVID-19, or (4) have traveled outside the United States within the last 14 days, that I and or my child(ren) will abstain from participating in all Merrimack Cardinals activities and will not under any circumstance travel to the premises for at least Thirty (30) days. Furthermore, I certify that if myself or my child(ren) have been diagnosed with COVID-19 that I will not return to the premises until after Thirty (30) days have elapsed from diagnosis and myself or my child(ren) have tested negative for COVID-19.

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

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.

I HAVE READ THIS WAIVER/RELEASE/ASSUMPTION OF RISK FOR COMMUNICABLE DISEASES INCLUDING COVID-19, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IF FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT. \*

Sign Here \_\_\_\_\_

Name \_\_\_\_\_

Date \_\_\_\_\_