

## WAIVER AND RELEASE OF LIABILITY

In consideration of being allowed to participate or have my child(ren) participate in any way in The Town of Clarence Recreation Department related events and activities, the undersigned acknowledges, appreciates, and agrees that:

1. The risks of injury and illness (ex: communicable diseases such as MRSA, influenza, and COVID-19) from the activities involved in this program are significant, including the potential for permanent paralysis and death, and while particular rules, equipment, and personal discipline may reduce these risks, the risks of serious injury and illness do exist; and,

2. I KNOWINGLY AND FREELY, and for my child(ren), 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 participation; and,

3. I willingly agree to comply with the stated and customary terms and conditions for participation. If, however, I observe any unusual significant hazard during my presence or participation or that of my child(ren), I will remove myself from participation and bring such to the attention of the nearest official immediately; and,

4. I, for myself and for my child(ren) on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE AND HOLD HARMLESS the Town of Clarence and The Town of Clarence Recreation Department (the RELEASEE(s)) and discharges the Town of Clarence, and all Town Officers, Town Employees, Town Agents, Boards of the Town and Board members of any Boards of the Town of Clarence, fire districts, fire companies, all ambulance companies and their respective heirs, executors, administrators, successors and assigns (hereinafter collectively referred to as RELEASEE) from all actions, causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, extents, executions, claims, and demands whatsoever, in law, admiralty or equity, which against the RELEASEE, the RELEASOR, RELEASOR'S heirs, executors, administrators, successors and assigns ever had, now have or hereafter can, shall or may, have for, upon, or by reason of any matter, cause or thing whatsoever resulting from any such participation or otherwise. I further agree to indemnify and hold forever harmless, against any loss which may be sustained in consequence of such participation or otherwise, the RELEASEE. No agreements, either verbal or written shall in any manner affect this release. its officers, officials, agents, and/or employees, other participants, sponsoring agencies, sponsors, advertisers, and if applicable, owners and lessors of premises used to conduct the event ("RELEASEES"), WITH RESPECT TO ANY AND ALL INJURY, ILLNESS, DISABILITY, DEATH, or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, to the fullest extent permitted by law.

### Assumption of the Risk and Waiver of Liability Relating to Coronavirus/COVID-19

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. As a result, federal, state, and local governments and federal and state health agencies recommend social distancing and have, in many locations, prohibited the congregation of groups of people. ) has put in place preventative measures to reduce the spread of COVID-19; however, the Town of Clarence and the Clarence Lacrosse cannot guarantee that you or your child(ren) will not become infected with COVID-19.

By agreeing to this waiver, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that my child(ren) and I may be exposed to COVID-19 by attending the Events and that such exposure or infection may result in personal injury or illness. I understand that the risk of becoming exposed to or infected by COVID-19 may or may not result from the actions, omissions, or negligence of others, including, but not limited to, volunteers, and program participants and

their families. I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to my child(ren) or myself (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I or my child(ren) may experience or incur in connection with my child(ren)'s attendance at events or participation in Club programming.

On my behalf, and on behalf of my children, I hereby voluntary, release, covenant not to sue, discharge, and hold harmless, The Town of Clarence all Town Officers, Town Employees, Town Agents, Boards of the Town and Board members of any Boards of the Town of Clarence, fire districts, fire companies, all ambulance companies and their respective heirs, executors, administrators, successors and assigns(hereinafter collectively and the The Town of Clarence Recreation Department (RELEASEE's) its coaches, agents, and representatives, of and from the Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of the Club, its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation in any program.

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 the activity and his/her responsibilities for adhering to the rules and regulations. 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 from any and all liabilities incident to my minor child's/ward's involvement or participation in these activities as provided above, EVEN IF ARISING FROM THEIR NEGLIGENCE, to the fullest extent permitted by law.

(This Waiver must be turned in before )

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

Parent/Guardian Signature \_\_\_\_\_

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

Emergency Phone Number: \_\_\_\_\_

By checking this box, I/we, the releasor(s), acknowledge that we have read, agreed to and signed this waiver digitally.

(or)

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, and sign it freely and voluntarily without any inducement.

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

Participant Signature: \_\_\_\_\_

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

By checking this box, I/we, the releasor(s), acknowledge that we have read, agreed to and signed this waiver digitally.