

Waiver / Release for Communicable Disease Including COVID-19

In consideration of being allowed to participate in the **Smith's Clove Park Summer Basketball Program 2021**; the undersigned acknowledges, appreciates, certifies and agree that:

- My child's participation includes possible exposure to and illness from infectious diseases, including but not limited to MRSA, influenza, and COVID-19. While particular rules and personal discipline may reduce this risk, the risk of serious illness, injury and death does exist.
- If I have a pre-existing health condition, exposure to COVID-19, or any other infectious disease may be more likely to cause serious illness, injury or death
- Smith's Clove Park, the Town of Monroe or the Village of Monroe cannot ensure that all other participants, including staff, are taking precautionary measures to mitigate risks to ensure the health and safety of other participants or staff, and therefore, participation in the Smith Clove Park Summer Basketball Program involves risk of exposure to infectious disease; and.
- I KNOWINGLY AND FREELY ASSUME ALL RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERS, AND ASSUME FULL RESPONSIBILITY FOR MY PARTICIPATION; AND,
- I certify that I have not recently tested positive for, and am not exhibiting symptoms of COVID-19, which include a cough, shortness of breath, loss of taste or smell, headache, chills, muscle or body aches and/or sore throat.
- I certify that I do not have a household family member/roommate who has recently tested positive for or exhibited the above-referenced symptoms of COVID-19
- I willingly agree to comply with all recommendations provided by Smith's Clove Park to ensure safe play. 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 adult staff member, or official immediately; and,
- I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE AND HOLD HARMLESS, THE MONROE JOINT PARK COMMISSION, THE VILLAGE OF MONROE, THE TOWN OF MONROE, and their officers, officials, agents, and/or employees, other participants, volunteers, sponsoring agencies, sponsors, advertisers, and if applicable owners and lessors of premises used to conduct the classes (RELEASEES") WITH RESPECT TO ANY AND ALL ILLNESS, INJURY, 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.

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.

Name of Participant _____

FOR PARTICIPANTS OF MINORITY AGE (UNDER AGE OF 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 risk and responsibilities. I for myself, my spouse, and child/ward do consent and agree to his/her release provided above for all the RELEASEES an 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 classes above, EVEN IF ARISING FROM THEIR NEGLIGENCE, to the fullest extent provided by law.

Name of parent/guardian _____

Signature _____ Date _____