

Assumption of 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.

Post Falls Junior Tackle & Cheer (PFJT&C) cannot guarantee that you, your athlete(s), anyone in your household, or your family/friends will not become infected with COVID-19. Further, attending activities held by PFJT&C could increase your risk, your athlete(s)' risk, anyone in your households' risk or your family/friends' risk of contracting COVID-19.

By signing this Assumption of Risk and Waiver of Liability Relating to COVID-19 (Waiver), I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that my athlete(s), members of my household, my family/friends, and I may be exposed to or infected by COVID-19 by attending activities associated with the PFJT&C 2022 Season and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 while at activities associated with the PFJT&C 2022 Season may result from the actions, omissions, or negligence of myself and others, including, but not limited to, PFJT&C board members, coaches, team managers, volunteers, referees, and program participants and their families.

In consideration for participating in the PFJT&C 2022 Season (including but not limited to all practices, games, meetings, and other PFJT&C sponsored activities), I, on behalf of myself, my athlete(s), anyone in my household, or my family/friends, do hereby acknowledge and agree to the following:

1. I possess the capacity to contract and/or enter into a legal waiver on behalf of my athlete(s) by virtue of either guardianship or legal custody of the athlete(s).
2. I understand the hazards of COVID-19 and am familiar with the Centers of 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 may regularly be modified and updated. I accept full responsibility for familiarizing myself with the most recent updates and recommendations.
3. Notwithstanding the risks associated with COVID-19, which I readily acknowledge, I am hereby willing to choose to participate and/or allow my athlete(s) to participate in the PFJT&C 2022 Season.
4. I acknowledge and fully assume the risk of illness or death related to COVID-19 arising from my participating in the PFJT&C 2022 Season and hereby RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE on behalf of myself, my athlete(s), members of my household, and my family/friends included in this Waiver, PFJT&C, its board, coaches, team managers, volunteers, referees, and any other person involved in providing the PFJT&C program. This Waiver applies to any liability related to COVID-19, which might occur as a result of my, my athlete(s), members of my households', and my family/friends' participation in the PFJT&C 2022 Season.
5. I shall indemnify, defend, and hold harmless the releases, as stated above, from and against any and all claims, demands, suits, judgements, losses, or expenses of any nature whatsoever (including, without limitations, attorney fees, costs and disbursements, whether or not an action is brought, on appeal or otherwise), arising from or out of, or relating to, directly or indirectly, the infection of

COVID-19 or any other illness or injury incurred or suffered by participating in the PFJT&C 2022 Season.

6. It is my express intent that this Waiver shall bind any assigns and representatives, and shall be deemed as a Release, Waiver, Discharge, and Covenant not to sue, the above-named releases. The Waiver and the provisions contained herein shall be construed, interpreted, and controlled according to the laws of the State of Idaho. I acknowledge that this Waiver was expressly negotiated and is a material inducement to be granted permission to participate in PFJT&C 2022 Season.
7. I further agree that I will test my athlete(s)' temperature prior to each PFJT&C activity and shall not have my athlete(s) participate if my athlete(s) is running a fever or is suffering from any COVID-19 related symptoms. I further agree that I will employ all the recommendations of the CDC Guidelines regarding social distancing and wearing of masks when attending activities associated with the PFJT&C 2022 Season and will follow all local ordinances or mandates regarding the same.

The safety of our board members, coaches, team managers, volunteers, referees, program participants, families, and visitors attending activities associated with the PFJT&C 2022 Season remain our priority. To prevent the spread of COVID-19 and reduce the potential risk of exposure to all parties, we are conducting a simple screening questionnaire with this Waiver. Your participation is important to help us take precautionary measures to protect you, your athlete(s), members of your household, your family/friends, and everyone at PFJT&C activities. Please circle your answers.

1. *Has your athlete(s) had close contact with or been diagnosed with COVID-19 within the 30 days? ***

YES NO

2. *Has your athlete(s) experienced any of the symptoms below in the last 14 days? ***

(fever, chills, cough, sore throat, respiratory illness, difficulty breathing, or loss of taste or smell)

YES NO

3. *If my athlete(s) develop(s) any of the above symptoms I will keep them home, notify the Coach and seek medical care to obtain a physician's note stating it is safe to return to participation.*

YES NO

****** If the answer is "yes" to questions 1 or 2, access activities associated with the 2022 PFJT&C Season will be denied until a physician's note is delivered to the Team Manager.

IN SIGNING THIS AGREEMENT, I ACKNOWLEDGE AND REPRESENT THAT I have read the forgoing Waiver, understand it and sign it voluntarily as my own free act and deed, including signing on behalf of my athlete(s), members of my household, and my family/friends that are participating in activities associated with the PFJT&C 2022 Season. There have been no oral representations, statements, or inducements, apart from the forgoing written agreement, that have been made by PFJT&C regarding this Waiver. I further attest that I am at least 18 years of age and fully competent to enter into this agreement. I execute this agreement for full, adequate, and complete consideration fully intending to be bound by the same and to have my athlete(s), members of my household, and family/friends be bound as well.

Signature of Parent/Guardian

Date

Print Name of Parent/Guardian

Name of PFJT&C Participant(s)