

Smithtown Kickers/Slammers
ASSUMPTION OF RISK / WAIVER OF LIABILITY / INDEMNIFICATION AGREEMENT REGARDING
COVID-19 AND OTHER COMMUNICABLE DISEASES

IN CONSIDERATION of participation in **Smithtown Kickers/Slammers Club**, programming, training, and related events and activities (“Sanctioned Activities”), I acknowledge, understand, appreciate, and agree that:

1. 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 and death does exist.
2. Participation is voluntary. If you believe the environment is unsafe, or you are at heightened risk, you may refrain from participation until you believe it to be safe to do so.
3. If you, or anyone in your household is experiencing symptoms of COVID-19, you will refrain from participation until safe to do so. If you experience any symptoms of COVID-19, you will report the symptoms immediately to the Club and your physician.
4. You will ensure that you properly wash your hands, and any equipment you may personally use, prior to, and following, any participation.
5. You are responsible for your conduct at all times in your participation with **Smithtown Kickers/Slammers**. **Smithtown Kickers/Slammers** is not the guarantor or enforcer of other’s conduct, and you agree you have been briefed on **Smithtown Kickers/Slammers COVID-19 Protocols and Guidelines** and standards put forth by the Club, and government officials, regarding procedures that will be practiced on the field. You understand that you are solely responsible for your conduct and actions.
6. You understand and agree, that you will not be permitted to congregate in parking lots, or in other areas, with players/parents and will socially distance and adhere to health requirements at all times related to your participation with **Smithtown Kickers/Slammers**.
7. You understand that insurance provided by **Smithtown Kickers/Slammers**, or other licensing bodies, does not cover for the risk or contraction of a communicable disease, including but not limited to, COVID-19.
8. You understand that failure to adhere to any of these provisions, or any other rule(s) set forth by the Club, City, County, State, Federal Government, or licensing bodies, will be immediate grounds upon which the Club may suspend you.
9. You acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that you may be exposed to or infected by COVID-19 by attending SFC Sanctioned Activities and that such exposure or infection may result in personal injury, illness, permanent disability, and death. You understand that the risk of becoming exposed to or infected by COVID-19 at SFC Sanctioned Activities may result from the actions, omissions, or negligence of you, a player and others, including, but not limited to SFC employees, independent contractors, volunteers, and program participants and their families.
10. You agree to comply with the Slammers COVID-19 Protocols and Guidelines and if you observe a violation of said protocols, you will remove yourself from participation and bring such violation to the attention of the nearest official immediately.

I HAVE THE LEGAL AUTHORITY TO SIGN THIS AGREEMENT. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS RELATED TO COVID-19 AND MY PARTICIPATION WITH **Smithtown Kickers/Slammers** both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF **Smithtown Kickers/Slammers** or others, and assume full responsibility for my actions and participation; and I, for myself family members, heirs, assigns, personal representatives and next of kin, HEREBY RELEASE, COVENANT NOT TO SUE, DISCHARGE AND HOLD HARMLESS, **Smithtown Kickers/Slammers**, its directors and officers, officials, agents, independent contractors, and/or employees, other participants, sponsoring agencies, sponsors, advertisers, and owners and lessors of premises used to conduct the event (Collectively “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. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, hereby agree to defend and indemnify RELEASEES for all such claims, causes of actions, allegations or matters arising out of, relating to, based upon or in any way connected to my participation in Sanctioned Activities.

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 IF FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

Name of participant: _____

Signature _____

Date signed _____.

