



ATHLETE

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

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is very contagious and is believed to spread mainly from person-to-person contact. People infected but without symptoms are believed to be able to spread COVID-19. Federal, state, and local government and health agencies recommend the wearing of a face covering over the nose and mouth, social distancing such that individuals are at least 6 feet apart, as well as limiting the number of people who can gather, among other preventative measures. You Are Beautiful People, Inc. (“BP”) has put into place preventative measures to reduce the spread of COVID-19. However, BP cannot guarantee that you or your child(ren) or children in your care will not become infected with COVID-19. Participation in sports activities could increase the risk of contracting COVID-19.

The health and safety of our athletes and their families and our volunteers is our priority. BP has put guidelines, preventative measures, and enhanced cleaning protocols in place as recommended or required by the CDC and New York State Department of Health to decrease the chance of COVID-19 exposure or infection, which shall be strictly enforced at all times. All athletes and their family members who are present at sports activities must adhere to the following: 1) maintain 6 feet of distance between individuals whenever possible (“social distancing”); 2) wear a face covering over the mouth and nose at all times unless a face covering cannot be tolerated by the athlete, in which case staff should be notified before the start of programs so that reasonable accommodations can be made to ensure safety; 3) if an athlete requires assistance by a buddy, this buddy must be provided by the athlete’s family; 4) only 2 attendees will be allowed per BP athlete (including a buddy, if required); 5) athletes are strongly encouraged to bring their own equipment whenever possible; 6) individuals must bring their own beverages, which cannot be shared; 7) no eating will be allowed on the premises.

By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that my child(ren), or a child(ren) in my care, or I may be exposed to or infected by COVID-19 by participating in sports activities, and that such exposure or infection may result in personal injury, illness, short-term or permanent disability, and death. I understand that there is risk of becoming exposed to or infected by COVID-19 by participating in sports activities facilitated by BP. I understand that the risk of becoming exposed to or infected by COVID-19 at BP activities may result from the action, omissions, or negligence of myself and others, including but not limited to employees, volunteers, coaches, athletes and their families.

I voluntarily agree to assume all of the above-named risks and accept sole responsibility for any injury to myself or my child(ren) or child(ren) in my care (including but not limited to personal injury, disability, and death), and any illness, damage, loss, claim, liability, or expense, of any kind, that any of such persons may experience or incur in connection with participation in sports activities facilitated by BP. On my behalf and on behalf of my child(ren) and child(ren) in my care, I hereby release, covenant not to sue, discharge, and hold harmless BP, its employees, agents, directors, officers, and representatives, of and from claims, including all liabilities, claims,



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Adaptive Sports for Children with Disabilities

actions, damages, costs or expenses of any kind arising out of or relating to COVID-19. I understand and agree that this release includes any claims based on the actions, omissions, or negligence of BP, its employee, agents, directors, officers, and representatives, whether a COVID-19 infection occurs before, during, or after participation in BP sports activities, except for such harm as may result from gross negligence, recklessness or willful misconduct on the part of BP.

By signing this document, I agree that if I or my child(ren) or child(ren) in my care are exposed or infected by COVID-19 during participation in a BP activity, then I may be found by a court of law to have waived my right to maintain a lawsuit on behalf of myself or any such child against the parties being released on the basis of any claim for negligence.

I agree that to the best of their ability my child(ren) and child(ren) in my care, and I will follow all safety guidelines as described above, or as further provided to me by BP, in participating in a BP activity, as such guidelines may be updated or amended with notice to me. I also agree that I nor my child(ren) nor child(ren) in my care will participate in BP sports activities if my child(ren) or child(ren) in my care or I have experienced symptoms of COVID-19 in the prior 14 days; have been exposed to someone with COVID-19 symptoms or who has tested positive in the prior 14 days; or have been advised by a government official or health care provider to self-isolate or quarantine at the time of participation, or if I or my child(ren) or child(ren) in my care are unable or unwilling to abide by the above-noted safety protocols, or those protocols which may be further provided by BP.

Date: _____

Print name of child(ren)

Print name of parent or guardian

Signature of parent or guardian