

ASSUMPTION OF RISK, RELEASE AND WAIVER OF LIABILITY AGREEMENT

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Please read carefully. This Assumption of Risk, Release and Waiver of Liability Agreement (this "Agreement") must be completed in full before you (or the Participant, as applicable) can take part in any further in-person programs of the Boys & Girls Club of Cornwall/SDG (the "Agency"). By signing this document, you will be waiving certain legal rights, including the right to sue or claim compensation.

Assumption of Risks

I understand that while the Agency has undertaken reasonable steps to lessen the risk of transmission of COVID-19 in connection with the services and programs it provides, the Agency is not responsible in any manner for any risks related to COVID-19 in connection with their services or programs, whether caused by the negligence of the Agency or otherwise. I understand that the World Health Organization has classified the COVID-19 outbreak as a pandemic and by signing this Agreement, I (personally and on behalf of the Participant identified below), am waiving important legal rights, including the right to sue.

I understand that the Agency is preparing to resume programming in accordance with health and safety guidelines from the applicable government and public health authorities. Notwithstanding the Agency's efforts to reduce risks in connection with the programs, I personally and on behalf of the Participant named below, recognize that participation in the Agency's programs could expose the Participant to certain risks including, but not limited to, the risk of contracting infectious diseases such as COVID-19, which may result in serious illness or death.

I am fully aware that participation in the programs carries with it certain inherent risks related to infectious diseases ("Inherent Risks") that cannot be eliminated regardless of the care taken to avoid such risks. Inherent Risks may include, but are not limited to, (1) the risk of coming into close contact with individuals or objects that may be carrying infectious diseases such as COVID-19; (2) the risk of transmitting or contracting infectious diseases such as COVID-19, directly or indirectly, to or from other individuals; and (3) injuries and complications ranging in severity from minor to catastrophic, including death, resulting directly or indirectly from infectious diseases such as COVID-19 or the treatment thereof.

Further, I understand that the risks of COVID-19 are not fully understood, and that contact with, or transmission of, COVID-19 may result in risks including but not limited to loss, personal injury, sickness, death, damage, and expense, the exact nature of which are not currently ascertainable, and all of which are to be considered Inherent Risks.

I hereby voluntarily accept and assume all risk of loss, personal injury, sickness, death, damage, and expense arising from such Inherent Risks and the Participant's participation in the Agency's programs. Furthermore, I represent and warrant that the Participant does not suffer from any medical condition or disease that might in any way hinder or prevent the Participant from participating in the Agency's programs, including, to my knowledge, COVID-19.

This Agreement shall be binding on me and the Participant, as well as our respective heirs, executors, administrators, successors, and assigns. I expressly agree that this Agreement is intended to be as broad and inclusive as is permitted by applicable laws, and that if any portion of this Agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect. This Agreement contains the entire understanding of the parties relating to the subject matter, and shall not be altered, modified, amended, waived or supplemented in any manner whatsoever except by a written agreement signed by both parties hereto or their duly authorized representatives. This Agreement may be executed, made and delivered electronically.

I HAVE CAREFULLY READ THIS AGREEMENT IN ITS ENTIRETY AND UNDERSTAND ITS CONTENT. I AM AWARE THIS IS AN ASSUMPTION OF RISK, RELEASE AND WAIVER OF LIABILITY AND I SIGN IT VOLUNTARILY.

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Name of the Participant (Required): _____
Child's Name

Date (Required): _____

Signature on behalf of the Participant (Required): _____

(to be signed by the Participant's parent or guardian if the Participant is a minor)

If I am signing on behalf a minor Participant, I confirm that I am the legal guardian of the minor Participant named above and that I have legal capacity and authorization to act on behalf of the Participant, and by signing I do consent to the terms and conditions of this Assumption of Risk, Release, and Waiver of Liability Agreement.

I am the legal guardian of the minor participant