**Participation Waiver and Release of Liability**

**for Communicable Diseases Including COVID-19**

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. As a result, federal, state, and local governments and agencies recommend social distancing and have, in many locations, placed restrictions on certain activities, including school sports. We are doing everything we can to be compliant with all regulations and ensure the safety of you and your children. We have put in place preventative measures to reduce the spread of COVID-19, but we cannot guarantee that you or your family members will not become infected with COVID-19.

By signing below, you agree to the following:

1. On behalf yourself and your children, you hereby release, covenant not to sue, discharge, and hold harmless **[Insert Organization Name]**, its board of directors, employees, agents, volunteers, and representatives, of and from all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating to your participation in our athletic programs, events, and activities during the COVID-19 pandemic.
2. You understand and agree that this release includes any claims based on the actions, omissions, or negligence of this organization, its board of directors, employees, agents, volunteers, and representatives, whether a COVID-19 infection occurs before, during, or after participation in any hosted or programmed event by this organization.
3. You further acknowledge that you are aware of the risks associated with COVID-19 and that certain vulnerable individuals may have greater health risks associated with exposure to COVID-19, including individuals with serious underlying health conditions such as, but not limited to: high blood pressure, chronic lung disease, diabetes, asthma, and those whose immune systems that are compromised by chemotherapy for cancer, and other conditions requiring such therapy. While particular recommendations and personal discipline may reduce the risks associated with participating in athletics and activities during the COVID-19 pandemic, the risk of serious illness, medical complications and possible death does exist.
4. You willingly agree to comply with the stated recommendations put forth by this organization to limit the exposure and spread of COVID-19 and other communicable diseases. You certify that the Student Athlete identified below is in good physical condition or believe the Student Athlete to be in good physical condition and allow participation in our athletic programs, events, and activities at your own risk.

THE UNDERSIGNED HAS READ THE ABOVE WAIVER AND RELEASE, UNDERSTANDS THAT THEY HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGNS IT VOLUNTARILY.

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| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Printed Name | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Printed Name |
| \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Date | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  Date |

*This form is made available solely for your convenience and should not be construed as legal advice. Given the extremely dynamic and rapidly evolving COVID-19 situation, please be advised that this form is provided “as is” and without warranty of any kind, either express or implied about its completeness, accuracy, reliability, or suitability. Neither CM Regent Insurance Company nor any of its affiliates will be liable for any damages or losses arising from the use of this form.*

*We recommend working with your solicitor and governing interscholastic sports association to develop and implement a solid, sports-specific Covid-19 mitigation plan.*