

**ASSUMPTION OF RISK, RELEASE AND WAIVER OF LIABILITY, AND
INDEMNITY AGREEMENT RELATING TO COVID-19**

Adult Participant Name: _____

Minor Participant Name: _____

Participant Age(s): _____

Minor Participant Name: _____

Participant Age(s): _____

Minor Participant Name: _____

Participant Age(s): _____

IN CONSIDERATION for being permitted to utilize the services, facilities and programs of Affton Athletic Association and its member teams (hereinafter referred to as "Affton") and/or for my children listed above to participate, including, but not limited to, observation or use of facilities or equipment, or participation in or acting as a spectator during any program affiliated with Affton, the undersigned, on behalf of himself or herself and such participating children and any personal representatives, heirs, and next of kin (hereinafter referred to as "the undersigned") hereby acknowledges, agrees and represents that he or she has carefully considered Affton's programs and finds and accepts same as being safe and reasonably suited for the use or participation by the undersigned and participating children.

The undersigned acknowledges that COVID-19 infections have been confirmed throughout the United States, including several cases in Missouri. In accordance with the most recent guidance issued by the World Health Organization (WHO), the Centers for Disease Control and Prevention (CDC), and the Missouri Department of Health for slowing the transmission of COVID-19, the undersigned hereby agrees, represents, and warrants that neither the undersigned nor such participating children shall participate in, visit or utilize the facilities, services, and/or programs of Affton if he or she (i) experiences symptoms of COVID-19, including, without limitation, fever, cough, loss of sense of taste or smell, or shortness of breath, (ii) has a suspected or diagnosed/confirmed case of COVID-19, or (iii) has exposure to any person who has a suspected or diagnosed/confirmed case of COVID-19. The undersigned agrees to notify Affton immediately if he or she believes that any of the foregoing restrictions may apply.

The undersigned acknowledges and agrees that Affton has taken certain steps to implement protocols for slowing the transmission of COVID-19, and that Affton may revise its procedures at any time based on updated recommended guidance issued by public health agencies. The undersigned agrees to comply with Affton's revised procedures prior to utilizing the facilities, services, and/or programs of Affton, and further acknowledges and agrees that, due to the nature of the facilities, services, and programs offered by Affton, social distancing of 6 feet per person among children and their fellow participants or others is not always possible. The undersigned fully understands and appreciates both the known and potential dangers of participating in the programs and/or utilizing the facilities and services of Affton and acknowledges that despite Affton's reasonable efforts to mitigate such dangers, exposure to COVID-19 may occur, which could result in quarantine requirements, serious illness, disability, and/or death.

In further consideration of being permitted to participate in Affton's programs, THE UNDERSIGNED HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE Affton or any of their respective member teams, coaches, officials, directors, officers, employees, volunteers and agents, or any of the fellow participants or their family members or guests from all liability, loss, damage, claim or demands related to property damage or any injury, illness or death of the undersigned, his/her minor children (or any person who may contract COVID-19, directly or indirectly, from the undersigned or such participating children) whether caused by the negligence, active or passive, of Affton or otherwise while the undersigned or such participating children are on the premises or using the facilities or equipment or participating in any program affiliated with Affton. Nothing in this agreement should be construed as releasing, discharging or waiving any claims the undersigned may have for conduct that constitutes greater than ordinary negligence.

THE UNDERSIGNED HEREBY AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS Affton or any of their member teams, coaches, officials, directors, officers, employees, volunteers and agents, from any loss, liability, damages or costs they may incur, whether caused by Affton's negligence, active or passive, or otherwise while the undersigned or any participating child is participating in any program of Affton, on the premises or using any facilities or equipment affiliated with Affton. The undersigned understands and

agrees that Affton is not required to provide insurance to cover the undersigned or such participating children in the event they suffer illness, injury, death, property loss, theft or damage of any sort. The undersigned agrees and acknowledges that use of Affton facilities and services, and participation in Affton programs, may involve inherent danger and risk, including, without limitation, the risk of physical illness or injury, death, or property damage.

THE UNDERSIGNED HEREBY ASSUMES FULL RESPONSIBILITY FOR, AND RISK OF ILLNESS, BODILY INJURY, DEATH OR PROPERTY DAMAGE to the undersigned or such participating children due to negligence, active or passive, or otherwise while using the premises, facilities or equipment and/or while participating in or observing any program affiliated with Affton. THE UNDERSIGNED further expressly agrees that this agreement is permitted by the laws of Missouri and that if any portion is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

I HAVE CAREFULLY READ AND VOLUNTARILY SIGN THIS ASSUMPTION OF RISK, RELEASE AND WAIVER OF LIABILITY, AND INDEMNITY AGREEMENT AND FURTHER AGREE THAT NO ORAL REPRESENTATIONS, STATEMENTS, OR INDUCEMENT APART FROM THE FOREGOING WRITTEN AGREEMENT HAVE BEEN MADE. I AM AWARE THAT I AM GIVING UP LEGAL RIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES FROM AFFTON IN CASE OF ILLNESS, INJURY, DEATH OR PROPERTY LOSS OR DAMAGE, INCLUDING EXPOSURE TO COVID-19 AT ANY AFFTON FACILITY OR DURING PARTICIPATION IN ANY PROGRAM AND ANY ILLNESS, INJURY OR DEATH RESULTING THEREFROM. I UNDERSTAND THAT THIS DOCUMENT IS A PROMISE NOT TO SUE AND A RELEASE OF AND INDEMNIFICATION FOR ALL CLAIMS.

IF SIGNING ON BEHALF OF MINORS: This is to certify that I understand that this agreement is made on behalf of my minor child(ren) and/or legal ward(s) and I represent and warrant to Affton that I have full authority to sign this agreement on behalf of such minor(s). As a parent/guardian with legal responsibility for this participant, I have read and explained the provisions in this agreement to my child/ward including the risks of presence and participation and his/her personal responsibilities for adhering to the rules and regulations for protection against COVID-19. My child/ward understand and accepts these risks and responsibilities and I, my spouse and child/ward have read and understand the terms of this agreement and agree to its terms.

SIGNATURE: _____

DATE: _____

EMERGENCY CONTACT NAME: _____

EMERGENCY CONTACT NUMBER: _____