

3301 Warrensville Center Rd., Shaker Heights, OH 44122

SHAKER FIGURE SKATING CLUB

WAIVER AND RELEASE FOR COMMUNICABLE DISEASES INCLUDING COVID-19

In consideration of being allowed to participate on behalf of <u>The Shaker Figure Skating Club</u> athletic program and related events and activities, the undersigned acknowledges, and agrees that:

- 1. My 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.
- I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OR FAULT OF ANY RELEASEE (as defined below) or others, and I assume full responsibility for my participation.
- 3. I willingly agree to comply with any and all published terms and conditions for participation regarding infectious diseases. If I observe any unusual or significant hazard during my presence or participation, I will remove myself from participation and bring such hazard to the attention of the nearest official immediately.
- 4. I hereby knowingly assume the health risks and risk of injury, harm and loss associated with my participation, including but not limited to transient dizziness, lightheaded, fainting, nausea, muscle cramping, musculoskeletal injury, joint pains, sprains and strains, heart attack, stroke, or sudden death, even if arising from the negligence or fault of a Releasee. If I experience any of these or any other symptoms during my participation, I will discontinue my participation immediately and seek appropriate medical attention.
- 5. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE, WAIVE, FOREVER DISCHARGE AND HOLD HARMLESS <u>The Shaker Figure Skating</u> <u>Club</u>, each of its officers, board members, officials, agents, and employees, all participants, sponsoring agencies, sponsors, advertisers, and, if applicable, the owners, lessors and operators of any premises or facility used in the conduct of any athletic program or related event or activity in which I participate (collectively, the "RELEASEES"), FROM ANY AND ALL CLAIM, LOSS, LIABILITY, INJURY, DAMAGE OR COST OF WHATEVER KIND OR NATURE THAT ARISE OR MAY HEREAFTER ARISE IN LAW OR IN EQUITY FROM MY PARTICIPATION, INCLUDING WITH RESPECT TO ANY AND ALL ILLNESS, DISABILITY, DEATH, OR LOSS OR DAMAGE TO PERSON OR PROPERTY OR ON ACCOUNT OF ANY FIRST AID, TREATMENT, OR SERVICE RENDERED IN CONNECTION WITH MY

PARTICIPATION, AND WHETHER OR NOT ARISING FROM THE NEGLIGENCE OR FAULT OF ANY RELEASEE, in each case to the fullest extent permitted by law.

I HAVE READ THIS WAIVER AND RELEASE, 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:

Participant signature:_____

Date signed: _____

FOR PARTICIPANTS OF MINORITY AGE (UNDER AGE 18 AT THE TIME OF REGISTRATION)

This is to certify that I, as parent/guardian, with legal responsibility for this participant, have read and explained the provisions in this waiver/release 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 communicable diseases. Furthermore, my child/ward understands and accepts these risks and responsibilities. I for myself, my spouse, and child/ward do consent and agree to his/her release provided above for all the Releasees and myself, my spouse, and child/ward do release and agree to indemnify and hold harmless the Releasees for any and all liabilities incident to my minor child's/ward's presence or participation in these activities as provided above, EVEN IF ARISING FROM THEIR NEGLIGENCE, to the fullest extent provided by law.

Name of parent/guardian: _____

Parent guardian/signature:

| Date signed: | | | |
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