

## **WAIVER & RELEASE FOR COMMUNICABLE DISEASES INCLUDING COVID-19 ASSUMPTION OF RISK / WAIVER OF LIABILITY / INDEMNIFICATION AGREEMENT**

The novel coronavirus ("COVID-19"), has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. Some severe outcomes have been reported in children, and a child with a mild or even asymptomatic case of COVID-19 is believed to be able to spread the infection to others who may be far more vulnerable.



While it is not possible to eliminate all risk of furthering the spread of COVID-19, the Biddeford Youth Hockey Association (BYHA) will take necessary precautions and comply with guidelines from the US Centers for Disease Control, the Maine Department of Health, the City of Biddeford, as well as the USA Hockey, MEAHA Hockey, and the Valley Hockey League, to reduce the risks to players, coaches, and their families. As knowledge regarding COVID-19 is constantly changing, BYHA reserves the right to adjust and implement precautionary methods as necessary to decrease the risk of exposure for our volunteers, players, and spectators.

In consideration of being allowed to participate on behalf of the BYHA and related events and activities, the undersigned acknowledges, appreciates, and agrees that:

- 1. 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; and,*
- 2. If I have a pre-existing health condition, exposure to COVID-19, or any other infectious disease may be more likely to cause serious illness, injury, or death;*
- 3. BYHA cannot ensure that all other participants, including coaches and volunteers, are taking precautionary measures to mitigate risks to ensure the health and safety of other participants, coaches, and volunteers, and therefore, participation in a BYHA sanctioned game or event involves risk of exposure to infectious disease; and,*
- 4. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my participation; and,*
- 5. I willingly agree to comply with all recommendations provided by BYHA to ensure safe play and the mitigation of infectious disease spread. If, however, I observe and any unusual or significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest coach, official, or executive team member immediately; and,*
- 6. I understand that it is my obligation to stay updated on any changes or modifications to such procedures or other directives issued by BYHA. I further understand that BYHA will endeavor to communicate any such changes or modifications by verbal announcement, email, text message or other means. I will monitor these channels, frequently check for updates, promptly familiarize myself with the revised procedures, and immediately and continually comply with them; and,*
- 7. I will not participate in any programs and related events and activities if I have any reason to believe I may be carrying the corona virus, if I have an elevated temperature, or if I am feeling ill; and,*
- 8. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE AND HOLD HARMLESS BYHA, their officers, officials, agents,*

*and/or employees, other participants, sponsoring agencies, sponsors, advertisers, and if applicable, owners and lessors of premises used to conduct the event ("RELEASEES"), WITH RESPECT TO ANY AND ALL ILLNESS, DISABILITY, DEATH, or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF RELEASEES OR OTHERWISE, to the fullest extent permitted by law.*

**I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, 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:

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Participant signature:

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Date signed:

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**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 Releases and myself, my spouse, and child/ward do release and agree to indemnify and hold harmless the Releases 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:

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Parent guardian/signature:

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Date signed:

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