

Holy Cross Booster Club
COVID-19: Participants Agreement for Sports or Other Recreational Activities
ACKNOWLEDGMENT AND ASSUMPTION OF RISK

The COVID-19 coronavirus has been declared a worldwide pandemic by the World Health Organization, is extremely contagious and is believed to spread mainly from person-to-person contact. By signing this, you ACKNOWLEDGE AND ASSUME THE RISK AND DANGERS OF ILLNESS, DISEASE, MEDICAL COMPLICATIONS, INJURY OR DEATH, caused by or related to COVID-19, by voluntarily entering the property of Holy Cross Church/School (**Holy Cross**), or **Associated Leagues (Parochial Athletic League (PAL), Catholic Youth Organization (CYO) or Catholic Youth Soccer League (CYSL))** and participating in, or viewing youth games, practices, or other recreational activities, or by authorizing the participation of a minor in or the presence of a minor at such games, practices, or other recreational activities. No one guarantees that you or your child(ren) will not become infected with COVID-19. The person signing below voluntarily assumes this risk because s/he chooses or elects to do so.

COVID-19 RELEASE AND INDEMNITY AGREEMENT AND COVENANT NOT TO SUE

In consideration of the above-listed player or coach ("Participant") being allowed to participate in youth team sports or other recreational activities on Holy Cross Church/School, PAL, and/or CYO facilities, the Participant or the parent(s) or legal guardian (if Participant is a Minor), on his or her own behalf and on behalf of any Minor Participant, agree as follows:

1. THE PERSON(S) SIGNING BELOW AGREE(S) TO RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE Holy Cross Church/School, CYSL, PAL, and/or CYO as identified above and school/organization, (hereinafter, **Holy Cross, or Associated Leagues** on whose property or facilities Participant participates in any youth games, practices, or other recreational activities, together with each such **Holy Cross, or Associated Leagues'** clergy and council, organization board of trustees, manager/administrator, clerk, all agents and employees of Holy Cross, CYO, & PAL, and all others who participate with Participant in such activities (all of whom are collectively referred to herein as "Releasees") from any and all liability to the Participant (or Participant's personal representatives, assigns, heirs, parents, legal guardians, siblings, children or dependents) on account of injury, illness, disease, quarantine or death from the COVID-19 coronavirus and any complication or related disease or condition, occurring as a result of entering the property of any such **Holy Cross, or Associated Leagues**, participating in or viewing any such game, practice, or other recreational activity, or other use of facilities on the property of any such **Holy Cross, or Associated Leagues**, site whether such injury, sickness, disease, condition, or death is caused by the negligence or other wrongful conduct of one or more of the Releasees or any other participants, spectators or other individuals present at the game, practice, or other recreational activity, or whether liability for such injury, sickness, disease, condition, or death is assigned to one or more of the Releasees as a matter of strict liability or any other legal doctrine.
2. THE PERSON(S) SIGNING BELOW AGREE(S) TO INDEMNIFY, DEFEND, AND SAVE AND HOLD HARMLESS THE RELEASEES and each of them from any liability, damage or loss (including, but not limited to, attorneys' fees and other defense costs) one or more of them may suffer or incur arising out of or related to the Participant's or any of the undersigned's entry onto the property and/or public facilities of any such **Holy Cross, or Associated Leagues** in connection with any game, practice, or other recreational activity, whether such claim is based on one or more of the Releasees' negligence, breach of contract or warranty, strict liability or other legal theory. The undersigned COVENANTS not to sue any Releasee related to injury, disease, loss, quarantine, or illness related to COVID-19.

3. THE PERSON(S) SIGNING BELOW AGREE(S) to comply with all federal, state and local laws and regulations, all directed health measures and guidelines, and all security policies or procedures established by any such **Holy Cross, or Associated Leagues** relating to COVID-19 or other safety or hygiene precautions, understanding that the **Holy Cross, or Associated Leagues** may elect to deny entrance to the property (including any facilities present thereon) and the Participant may not be allowed to participate or continue to participate in the game, practice, or other recreational activity at the election of the **Holy Cross, or Associated Leagues** at any time. The undersigned agree(s) that in the event any portion of this document is held to be invalid, the balance shall, notwithstanding, continue in full legal force and effect to the greatest extent possible under applicable law. The parents or guardian of the Participant agree that by signing below they are binding themselves and binding any minor Participant on whose behalf they have signed, to the maximum extent permitted by the applicable law to this Agreement in full.

I AM THE AGE OF MAJORITY, AM COMPETENT AND HAVE FULL AUTHORITY TO SIGN THIS, HAVE READ THE ABOVE AND UNDERSTAND ITS TERMS. I SIGN KNOWING ITS EFFECTS.

Signature of Parent or Legal Guardian
(If Participant is 17 Years Old or Younger)

**Print Clearly or Type Name of
Parent/Legal Guardian**

Date