

RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF THE RISK, CONSENT, AND INDEMNITY AGREEMENT – COVID-19 (“AGREEMENT”)

In consideration of being allowed to voluntarily participate in Watertown Hockey Association hockey games and activities (hereinafter “Voluntary Activity”), and related events and activities. I (“Participant”) (or Participant’s Guardian/Parent), the undersigned, hereby acknowledge and agree to the following:

1. Participant understands participating in the Voluntary Activity may include foreseeable and unforeseeable risks and hazards, which may expose Participant to illness, injury, death, or other harm, whether by accident or the negligent/intentional misconduct of a third party.
2. Participant recognizes that, among such risks, are the foreseeable and unforeseeable risks related to the current severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2), also known as novel coronavirus or COVID-19. Participant understands that there is not yet a scientific consensus as to the transmissibility, prevention, or treatment for COVID-19, but that it is believed to be primarily spread from person-to-person and can even be spread by people who are not showing symptoms. Participant further recognizes that COVID-19 may be spread by coming into contact with surfaces or objects that have the virus on it. Participant recognizes and voluntarily accepts that the Voluntary Activity that Participant is agreeing to participate in may bring Participant into contact with persons or objects carrying the virus and that through such contact, Participant may become infected or infect others with COVID-19. Participant has been fully informed that engaging in this Voluntary Activity will likely INCREASE Participant’s risk of contracting COVID-19 and the potential to pass the virus along to others.
3. Participant knowingly and freely assumes all such risks, both known and unknown, relating to Participant’s participation in the Voluntary Activity, and Participant hereby forever releases, discharges and acquits Watertown Hockey Association and its owners, officers, agents, employees, volunteers, and their successors, and assigns (hereinafter “Released Parties”) from any and all claims, demands, liabilities, rights, actions, damages, costs or expenses, and causes of action of any kind or nature, and other losses of any kind, whether known or unknown, foreseen or unforeseen arising out of or relating to Participant engaging in the Voluntary Activity, including, but not limited to, those related to the above described personal injuries, illness, disease, death, or damage to property, and any other loss, including any claim based on the alleged negligence of any Released Party. Participant further promises not to sue Released Parties and further agrees and bind Participant and its heirs and estate executors, family, and assigns to indemnify and hold harmless the Released Parties from any and all loss, including, but not limited to, attorney fees and claims for damages or injury, pain, suffering, illness, or loss, including death, that may occur as a result of engaging in the Voluntary Activity, and including any claims brought by third-parties who may be exposed to COVID-19 by my person, via air or by any objects or surfaces Participant may have come into contact with, as a result of Participant’s engagement in this Voluntary Activity.
4. Participant recognizes that if Participant requires medical assistance as a result of any illness, disease, or personal injury, including exposure to COVID-19, Participant agrees to pay any and all costs incurred or occurring as a result thereof. Participant understands and agrees that neither the Released Parties, nor its insurer, or its workers’ compensation policy, provides me any medical or other coverage for injury or loss resulting from any illness, disease, or personal injury incurred by Participant while engaging in the Voluntary Activity, including from COVID-19.
5. Participant further agrees that if a suit is brought against the Released Parties for any claim released, or any risk or liability assumed by Participant under this Agreement, that Participant will be held responsible for attorneys’ fees and any costs incurred by the Released Party in defending such action.
6. Participant expressly agrees Participant has carefully read this Agreement and understand its effects. This is a binding legal document, an enforceable contract and not a mere recital. It is the intent of the parties that if any part of this Agreement is held invalid, then the remainder of its provisions will remain enforceable to the fullest extent allowable by law. Participant further agrees that this Agreement shall be governed under the laws of the State of South Dakota.

PARTICIPANT HAS READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF THE RISK, CONSENT, AND INDEMNITY AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT PARTICIPANT HAS GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE TO PARTICIPANT AND INTEND PARTICIPANT’S SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

THIS RELEASE MAY BE REVOKED ONLY BY A WRITING SIGNED BY BOTH PARTICIPANT AND WATERTOWN HOCKEY ASSOCIATION, LLC ON BEHALF OF THE RELEASED PARTIES.

READ CAREFULLY – BY SIGNING THIS DOCUMENT YOU GIVE UP IMPORTANT LEGAL RIGHTS AND ARE AGREEING TO ALL TERMS AND CONDITIONS SET FORTH IN PAGES ONE AND TWO OF THIS AGREEMENT.

Print name of Participant: _____

SIGNATURE: _____ DATE: _____

PARENT/LEGAL GUARDIAN (if Participant is under 18 years old or subject to guardianship)

NAME: _____

SIGNATURE: _____ DATE: _____

PRINTED NAME OF SIGNOR: _____