



# National Sports Center

## LIABILITY WAIVER AND PHOTO RELEASE

This waiver applies to events held at the National Sports Center or organized by the National Sports Center Foundation, Inc. Blaine, MN.

**In consideration of being allowed to participate, the undersigned participant, or if the participant is a minor child, by his or her parent or legal guardian, hereby,**

- Agrees that prior to participating, if present, I will inspect the facilities and equipment. If I believe anything to be unsafe, I will immediately advise my coach or supervisor of such conditions.
- Acknowledges and fully understands that I am voluntarily participating in activities that involve known and unknown risks of injury, including catastrophic injury, permanent disability and/or death, which might result not only from my own actions, inactions, or negligence, but the actions, inactions, or negligence of others, including but not limited to the National Sports Center ("NSC") and the National Sports Center Foundation ("NSCF"), the rules of play, the conditions of the premises, or any of the equipment used.
- Assumes all the foregoing risks as a condition of participation and accepts personal responsibility for the damages following any such injury.
- Unconditionally releases, waives, indemnifies and holds harmless and consents not to sue the NSCF, officers, directors, administrators, agents, coaches, other employees, and volunteers of the NSCF, sponsoring agencies, sponsors, advertisers, Minnesota Youth Athletic Associations, the Minnesota Amateur Sports Commission, Fairview Health Services and its related and affiliated entities and their respective officers, directors, administrators, agents and employees, The University of Minnesota and its related and affiliated entities and their respective officers, directors, administrators, agents and employees, ISD 16-Spring Lake Park Schools, and the State of Minnesota (together "Sponsors"), for any and all liability to the undersigned, his or her heirs, assigns, personal representative and next of kin. This is for any claims or losses on account of participating in any and all of the NSC's official or unofficial activities, events, or competitions, including injury, death, or damage to person or property. To the extent provided for in Minnesota Statutes Section 604.055, this section does not apply to claims or losses resulting from negligence greater than ordinary negligence (i.e. gross negligence).
- Accepts responsibility for all medical expenses incurred whether or not covered by insurance. In case of emergency, accident or illness authorizes ambulance transport to the hospital. Authorizes physicians, athletic trainers, technicians, first aid personnel, nurses and dentists to perform any diagnostic, treatment or operative procedures and x-rays. No guarantee has been given as to the results of examination or treatment. Accepts total responsibility for any and all medical costs.
- Accepts responsibility for the decision to continue participation if suffering from injuries.
- Consents to use by Sponsors, their agents and licensees, of any or all my pictures, voice or likeness, with or without my name ("Image"), in whole, in part or with others, without restriction as to changes or alterations. This permission allows Images to be used, copied and published worldwide through any means of communication, including television, radio, or film coverage for any lawful purpose and is irrevocable and without right of inspection. The undersigned acknowledges that participation in the activities is consideration for this consent.
- Gives permission for medical data to be used anonymously in medical education and published studies of injury statistics and analysis.
- Agrees to receive e-mail communications from the National Sports Center about future events and programs until voluntarily choosing to unsubscribe.

### COVID-19

IN ADDITIONAL CONSIDERATION for myself and/or my children being permitted to utilize the services, utilize the facilities and/or participate in the programs of National Sports Center Foundation (NSCF) including, but not limited to, use of facilities or equipment, or participation in any program affiliated with the NSCF, 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 inspected and carefully considered such premises, equipment, and facilities and has considered the NSCF's programs and that the undersigned finds and accepts same as being safe and reasonably suited for the use or participation by the undersigned and such participating children.

The undersigned acknowledges that novel coronavirus ("COVID-19") infections have been confirmed throughout the United States, including several cases in the State of Minnesota and locality. In accordance with the most recent guidance and recommendations issued by the World Health Organization (WHO), the Centers for Disease Control and Prevention (CDC), the Minnesota Department of Health (MDH) for slowing the transmission of COVID-19, the undersigned hereby agrees, represents, and warrants that neither the undersigned nor such participating children shall visit or utilize the facilities, services, and/or programs of the NSCF (other than any exclusively online services and programs) within 14 days after

- (i) returning from highly impacted areas subject to a CDC Level 3 Travel Health Notice,
- (ii) exposure to any person returning from areas subject to a CDC Level 3 Travel Health Notice, or
- (iii) exposure to any person who has a suspected or confirmed case of COVID-19.

The CDC Travel Health Network is continuously updating this list and the undersigned agrees that they are aware of this list and the countries listed. The undersigned agrees to check on a daily basis the CDC Travel Health Notices list (<https://www.cdc.gov/coronavirus/2019-ncov/travelers/index.html>) prior to participating in or utilizing the facilities, services, and programs of the NSCF. 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 the NSCF 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, or
- (ii) has a suspected or diagnosed/confirmed case of COVID-19. The undersigned agrees to notify the NSCF immediately if he or she believes that any of the foregoing access/use restrictions may apply.

The NSCF has taken certain steps to implement certain recommended guidance and recommendations issued by public health agencies for slowing the transmission of COVID-19, including, without limitation, the access/use restrictions set forth above. The NSCF COVID-19 Preparedness Plan may be reviewed at <https://www.nscsports.org/covid19-plan>. The undersigned acknowledges and agrees that the NSCF may revise its procedures at any time based on updated recommended guidance and recommendations issued by public health agencies and further agrees to comply with the NSCF's revised procedures prior to utilizing the facilities, services, and/or prior to participating in the programs of the NSCF. The undersigned further acknowledges and agrees that, due to the nature of the facilities, services, and programs offered by the NSCF, 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 the NSCF and acknowledges that use thereof by the undersigned and/or such participating children may, despite the NSCF's reasonable efforts to mitigate such dangers, result in exposure to COVID-19, which could result in quarantine requirements, serious illness, disability, and/or death.

I HAVE CAREFULLY READ THIS ADDENDUM TO THE NSCF LIABILITY WAIVER AND PHOTO RELEASE 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 BY AGREEING TO THIS AGREEMENT I AM GIVING UP VALUABLE LEGAL RIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES FROM THE NSCF IN CASE OF ILLNESS, INJURY, DEATH OR PROPERTY LOSS OR DAMAGE, INCLUDING, FOR THE AVOIDANCE OF DOUBT AND WITHOUT LIMITATION, EXPOSURE TO COVID-19 AT ANY NSCF 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 MINOR: I ALSO UNDERSTAND THAT THIS AGREEMENT IS MADE ON BEHALF OF MY MINOR CHILD(REN) AND/OR LEGAL WARDS AND I REPRESENT AND WARRANT TO THE NSCF THAT I HAVE FULL AUTHORITY TO SIGN THIS AGREEMENT ON BEHALF OF SUCH MINOR(S).

**I have read and agree to the terms of the NSC Liability Waiver and Photo Release.**

Program/Activity/Event \_\_\_\_\_

Participant Name \_\_\_\_\_ Participant Date of Birth \_\_\_\_/\_\_\_\_/\_\_\_\_\_

Parent/Guardian Name (for Minors) \_\_\_\_\_

Email Address: \_\_\_\_\_

Participant/Parent/Guardian Signature \_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_\_