**WAIVER OF LIABILITY AND INDEMNITY AGREEMENT RE COVID-19**

Client Name:

Child(ren) Participant Names:

The undersigned is executing this document in consideration for being permitted to scrimmage & practice at the he St. Luke’s Sports & Event Center and/or for my children listed above to so participate in the time of COVID-19.

The undersigned acknowledges that novel coronavirus ("COVID-19") infections have been confirmed throughout the United States, including Minnesota.

The undersigned hereby agrees, represents, and warrants that:

1. Neither the undersigned nor such participating children shall visit or utilize the facilities, services, and programs of the Scott Pionk hockey camp held at the St. Luke’s Sports & Event Center with exposure to any person who has a suspected or confirmed case of COVID-19.
2. Neither the undersigned nor such participating children shall visit or utilize the St. Luke’s Sports & Event Center if he or she (i) experiences symptoms of COVID-19, including, without limitation, fever, cough, or shortness of breath, or

(ii) has a suspected or diagnosed/confirmed case of COVID-19.

1. The undersigned agrees to notify St. Luke’s Sports & Event Center immediately if he or she believes that any of the foregoing access/use restrictions may apply.

I acknowledge that St. Luke’s Sports & Event Center in their sole discretion, has established and may further establish and/or modify certain guidelines and protocols for conduct of its clients at its facility and may open, close or reopen its facility at any time and from time to time. I also acknowledge that my conduct is also subject to all federal, state, and local guidelines and requirements and that my children (if applicable) and I will follow all such guidelines and requirements. I understand and agree that St. Luke’s Sports & Event Center are under no obligation to notify me of the establishment or modification of any of its guidelines and protocols or of any governmental guidelines or requirements. The undersigned fully understands and appreciates both the known and potential dangers of utilizing the facilities, services, and programs St. Luke’s Sports & Event Center and acknowledges use thereof by the undersigned and/or such participating children (if applicable) may, despite St. Luke’s Sports & Event Center 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 am aware that if my children (if applicable) or I violate any of these or any other applicable protocols or guidelines, any of the above mentioned St. Luke’s Sports & Event Center guidelines and protocols or governmental guidelines and requirements or any other safety precautions deemed appropriate to limit the exposure and spread of disease, my children (if applicable) and I may

# be asked to leave St. Luke’s Sports & Event Center properties on a temporary or permanent basis. I understand that the St. Luke’s Sports & Event Center have full and absolute discretion to interpret and enforce all of those protocols and guidelines.

THE UNDERSIGNED, FOR MYSELF AND ON BEHALF OF SUCH PARTICIPATING CHLDREN, RELEASES, WAIVES, DISCHARGES AND COVENANTS

NOT TO SUE the Directors, officers, employees, representatives volunteers and agents from all liability to the undersigned or such participating children and all personal representatives , assigns, heirs, and next of kin of the undersign ed or such participating children for any loss or damage, and any claim or demands on account of any property damage or any injury to, or an illness or the death of: the undersigned or such participating children (or any person who may contract COVlD- 19, directly or indirectly, from the undersigned or such participating children) relative to any exposure or potential exposure to COVlD-19 or any other illness or injury, whether caused by the negligence, active of St. Luke’s Sports & Event Center or any of such persons or otherwise while the undersigned or such participating children (if applicable) is/ are in, upon , or about the premises or any facilities of St. Luke’s Sports & Event Center or equipment therein or participating in any program affiliated with St. Luke’s Sports & Event Center. The undersigned fully understands the risks of the COVID- 19 illness and pandemic and the risks involved in participating in activities at St. Luke’s Sports & Event Center while COVID-19 is in existence.

I HAVE CAREFULLY READ AND VOLUNTARILY SIGN THIS DOCUMENT. I AM AWARE THAT BY AGREEING TO THIS DOCUMENT I AM GIVING UP VALUABLE LEGAL RIGHTS.

I ALSO UNDERSTAND THAT, IF APPLICABLE, THIS AGREEMENT IS MADE ON BEHALF OF MY MINOR CHILD(REN) AND I REPRESENT AND WARRANT TO THE VSC, EDHC and PIF THAT I HAVE FULL AUTHORITY TO SIGN AGREEMENT ON BEHALF OF SUCH MINOR(S).

This document is in addition to and does not cancel or terminate any previous waiver or release document I have signed for or with the Scott Pionk Hockey Camp or St. Luke’s Sports & Event Center

Client's Signature and Name Date:- - - - - - - -

# The above agreements, acknowledgments and releases are also made on behalf of and apply to the above mentioned child(ren).

Client's Signature and Name Date:- - - - - - - -

May 20, 2020