

Covid-19 Waiver of Liability

PLEASE READ CAREFULLY. THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS AND IS LEGALLY BINDING. BY SIGNING THIS AGREEMENT YOU ARE RELEASING THE LAKEVILLE YOUTH WRESTLING ASSOCIATION FROM ALL LIABILITY AND FOREVER GIVING UP ANY CLAIMS THEREFOR.

With full awareness and understanding of the risks involved, I, for myself and on behalf of my family, spouse, estate, heirs, executors, administrators, assigns, and personal representatives, and in my legal capacity as parent/guardian of the minor named below ("Minor"), I acknowledge and agree that any use of the Lakeville Youth Wrestling Association ("LYWA") facilities, services, equipment and premises ("Facilities") and any participation in LYWA programs and activities ("Programs") comes with inherent risks but in no way limited to: (1) moderate and severe personal injury, (2) property damage, (3) disability, (4) death, and (5) sickness or disease including, without limitation, COVID-19.

I agree to comply with all LYWA policies and rules, including but not limited to all policies, guidelines, signage, and instructions.

I agree that I am personally responsible for my safety and actions while competing or attending a sponsored event held by Lakeville Youth Wrestling Association (LYWA). I understand that Minor(s) and I will be solely responsible for any loss or damage, including personal injury, property damage, disability, death, sickness or disease sustained from the use of Facilities and participation in Programs. Because use and participation involves other participants and attendees, I recognize that I may be at higher risk of contracting COVID-19.

In my legal capacity as the parent/guardian of Minor, on behalf of Minor, myself, and any and all legal successors and proxies, I hereby acknowledge and agree to forever release, waive, discharge, and covenant not to sue LYWA, its board members, officers, agents, servants, independent contractors, affiliates, employees, successors, and assigns (collectively the "Released Parties") for any illness, loss, damage, or injury, including death, that may be sustained by me or Minor(s) related to COVID-19.

I further agree to release the above-designated parties and all affiliates from any and all liability, claims, demands, actions, and causes of action whatsoever, directly or indirectly arising out of or related to any illness, loss, damage, or injury, including death, that may be sustained by me or the Minor participant(s) named below related to COVID-19, whether caused by the negligence of the Released Parties, any third-party involved or attending, or otherwise, while participating in any activity while in, on, or around the event and/or while using any event facilities, tools, equipment, or materials.

I agree to indemnify, defend, and hold harmless the Released Parties from and against any and all costs, expenses, damages, claims, lawsuits, judgments, losses, and/or liabilities (including attorney fees) arising either directly or indirectly from or related to any and all claims made by or against any of the Released Parties due to bodily injury, death, loss of use, monetary loss, or any other injury from or related to myself me or the Minor participant(s) named below competing or attending at facilities, tools, equipment, or materials, whether caused by the negligence of the Released Parties or otherwise specifically related to COVID-19.

By signing below I acknowledge and represent that I have read the foregoing Waiver of Liability. I understand it and sign it voluntarily as my own free act and deed, including without limitation the Release of Liability and Indemnification requirements contained in this document. I am sufficiently informed about the risks involved in competing or attending to decide whether to sign this document; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made, and I am not relying on all such risks being described in this document. I accept and assume full responsibility for these risks as well as any and all other risks of the use of Facilities and participation in Programs, on behalf of both myself and the Minor(s).

I am at least eighteen (18) years of age and fully competent; and I execute this document for full, adequate, and complete consideration fully intending to be bound by the same. I agree that this Wavier of Liability shall be governed by

and construed in accordance with Minnesota law, and that if any of the provisions hereof are found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision(s) shall be deemed modified to the limited extent required to permit enforcement of the Wavier of Liability as a whole.

I, the undersigned, agree to the terms above.

Adult Participant Name: _____ Date: _____

Parent/Guardian of Minor 1: _____ Birth date: _____

Parent/Guardian of Minor 2: _____ Birth date: _____

Parent/Guardian of Minor 3: _____ Birth date: _____

Emergency Contact Name: _____ Phone: _____