

**RELEASE OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNIFICATION
AGREEMENT RELATING TO COVID-19**

Participant Name: _____

In consideration for being allowed to participate in any way in the soccer activities hereinafter described, as well as any related programs, events and activities, I the undersigned, acknowledge, appreciate, and agree that:

The soccer activities offered by the Lancaster-Depew Soccer Club include, without limitation, practices and other training, soccer matches, team activities, tournaments and possibly travel for soccer matches to facilities which are not under the control of the Lancaster-Depew Soccer Club (the “soccer activities”). I understand that although the Lancaster-Depew Soccer Club has taken precautions to provide proper organization, supervision, instruction and equipment for the soccer activities, it is impossible for the Lancaster-Depew Soccer Club to guarantee absolute safety from infection by the coronavirus.

By signing this Agreement and Release, I, on behalf of myself (if a participant age 18 or older) or on behalf of myself and my minor child(ren) identified herein, acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that my minor child(ren) and/or I may be exposed to or infected by the COVID-19 virus by attending or participating in the soccer activities of the Lancaster-Depew Soccer Club and that such exposure may result in personal injury, illness, permanent disability or death. Notwithstanding the risk of infection, my minor child(ren), if any, and I wish to voluntarily participate in the soccer activities offered by the Lancaster-Depew Soccer Club. I understand that the risk of becoming exposed to, or infected by, the coronavirus, and the risk of developing COVID-19 through participation in the soccer activities includes the risk arising out of, or related to, the actions and/or omissions of myself and others including, but not limited to, the Lancaster-Depew Soccer Club and their respective directors, officers, employees, agents, and representatives.

I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury or harm to myself or my minor child(ren), if any, including, but not limited to, personal injury, disability, death, and illness, including developing COVID-19, and any damage, loss, claim, liability, or expense, of any kind, that I or my minor child(ren) may experience or incur, arising out of, caused by, or in any way related to exposure to the coronavirus or COVID-19 through participation in any of the soccer activities.

I acknowledge my responsibility not to play or practice, or to allow my minor child(ren) to practice or play, if I/they are exhibiting symptoms of COVID-19. If, however, I observe any symptoms during my or my child's participation or presence at a game or practice, I will remove myself or my minor child(ren) from participation, and bring such to the attention of my coach or team official immediately.

I, for myself and on behalf of my minor child(ren,) as well as our heirs, successors, assigns, personal representatives and next of kin, (the "Releasors") hereby release, remise, and forever discharge the Lancaster-Depew Soccer Club, its officers, directors, officials, representatives, agents, employees, participants, sponsors, advertisers, as well as the owners and/or lessors of the premises used to conduct the soccer activities, including but not limited to, the Town of Lancaster, Village of Lancaster, Village of Depew, Lancaster Central School District, and Depew Union Free School District (the "Releasees"), from any and all claims, causes of action, damages, demands, losses, costs, and liability, including illness, injury, disability or death arising out of or in any way related to exposure to the coronavirus or COVID-19 through participation in any of the soccer activities, whether such infection occurs before, during, or after participation in any of the soccer activities (the "Released Claims"), whether in law or equity, known or unknown, presently due or contingent, liquidated or unliquidated, which against the Releasees, the Releasors ever had, now have, or which their minor child(ren), successors or assigns, heirs, executors or administrators hereafter can, shall, or may have, for any reason, from the beginning of the world to the date of this Agreement and Release.

I, for myself and on behalf of my minor child(ren), agree to protect, defend, indemnify and hold harmless the Lancaster-Depew Soccer Club and their respective directors, officers, employees, agents, and representatives, as well as the other Releasees, for any of the Released Claims, and shall be liable to pay attorneys' fees and costs incurred by the Releasees, in the event that I pursue, or any person claiming to act on my behalf or on behalf of my minor child(ren) pursues, any claims, demands, or actions based upon or in away related to the Released Claims. I further agree to protect, defend, indemnify and hold harmless the Releasees for any and all claims, demands, actions, damages, penalties, fees, costs (including attorneys' fees) brought against them as a result of any claim by a third party that such third party sustained illness, injury, disability or death arising out of or in any way related to exposure to the coronavirus or COVID-19, directly or indirectly from exposure to Releasors through the Released Claims.

This Agreement and Release shall be interpreted to be enforceable under all applicable law and if any provision hereof is held to be invalid by a Court, the remainder hereof shall continue in full force and effect.

I HAVE READ THIS RELEASE OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNIFICATION AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

Participant Signature (Required for 18 & over)

Age

Date

FOR PARENTS/GUARDIANS OF PARTICIPANT OF MINOR AGE (UNDER AGE 18)

Parent/Guardian Signature

Date

Emergency Phone No.

PRINT THE NAME(S) OF THE MINOR CHILD(REN), IF ANY, FOR WHOM YOU ARE SIGNING
THIS ASSUMPTION OF THE RISK, WAIVER OF LIABILITY, RELEASE AND
INDEMNIFICATION AGREEMENT
