

MVBA COVID Waiver

MOUNDS VIEW BASKETBALL ASSOCIATION WAIVER/RELEASE FOR COMMUNICABLE DISEASES INCLUDING COVID-19

READ BEFORE SIGNING. SIGNING THIS DOCUMENT AFFIRMS THAT YOU HAVE READ IT, UNDERSTAND IT IN ITS ENTIRETY, AND AFFIRMATIVELY AGREE TO BE BOUND BY THE TERMS SET FORTH BELOW.

This Assumption of Risk/Release of Liability/Hold Harmless Release and Agreement "(Agreement") is made between: (1) Mounds View Basketball Association ("MVBA") and its owners, officers, directors, agents, employees, independent contractors, volunteers, facilities and their employees and its officers, officials, agents, volunteers, employees, other participants, independent contractors working for MVBA, sponsoring agencies, sponsors, advertisers; and owners, lessors, employees, volunteers, board members, officers or independent contractors of premises used to conduct the event, and any other person or entity acting on its behalf (collectively "MVBA" or "Releases"); and (2) the person(s) executing this document and the basketball player registered for the 2020-2021 season ("I" and/or "Participant").

In consideration of being allowed to participate on behalf of MVBA athletic program and related events and activities, the undersigned acknowledges, appreciates, and agrees that:

1. Participation includes possible exposure to and illness from infectious diseases including but not limited to MRSA, influenza, tuberculosis, and COVID-19. While particular rules and personal discipline may reduce this risk, the risk of serious illness and death does exist; and,
2. I knowingly and freely assume all such risks on behalf of myself and participant, both known and unknown, even if arising from the negligence of the Releasees and others, and assume full responsibility for my participation; and,
3. I willingly agree to comply with all MVBA stated rules and terms for participation, as well as usual and customary terms for participation as regards protection against infectious diseases. If, however, I observe any unusual or significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest MVBA official immediately; and,
4. By participating in a MVBA activity, including but not limited to practice, team meeting, training, or games, I have been advised to consult a physician and affirmatively certify that I am in proper physical condition to participate. I certify that at this time I have no illness or physical condition(s) that would place me or others at risk of infectious disease. I agree to abide by MVBA's participation requirement that at the start of any MVBA activity, I/ Participant will be free of any signs or symptoms of infectious disease, including but not limited to no fever (temperature 100.4° F or lower), and if I have any signs of illness, I will not participate, and will notify an MVBA official or coach immediately. I further agree that, if I learn that I/Participant have been exposed to an individual who has tested positive for COVID-19 during the MVBA season, I/Participant will voluntarily self quarantine from MVBA activities for 15 days, and notify my MVBA coach. I further agree, that if my physical condition changes after execution of this Agreement, such that I am not capable of safely participating in the Activities, I must immediately notify my MVBA coach or MVBA official/Board member and cease participation in MVBA activities; and,
5. In the case of emergency, accident or illness, I authorize MVBA to take reasonable steps to administer first aid and/or solicit emergency medical services which it deems reasonably necessary, including but not limited to emergency transportation to a medical facility at my expense; and,
6. IN CONSIDERATION FOR BEING PERMITTED TO PARTICIPATE IN THE ACTIVITIES, on behalf of myself and my heirs, assigns, personal representatives and next of kin, I HEREBY RELEASE, WAIVE, AND FOREVER HOLD HARMLESS AND DISCHARGE RELEASEES FROM ANY LIABILITY OF WHATEVER KIND ARISING FROM ILLNESS, BODILY INJURY, DEATH, OR PROPERTY DAMAGE, WHICH RELATES TO MY/PARTICIPANT'S PARTICIPATION, INCLUDING BUT NOT LIMITED TO ANY CLAIMS ARISING IN CONNECTION WITH MY OWN NEGLIGENCE, MVBA'S NEGLIGENCE OR THE NEGLIGENCE OF ANY OTHER INDIVIDUAL OR PARTICIPANT. I FURTHER AGREE TO INDEMNIFY MVBA AND HOLD IT HARMLESS FROM ALL JUDGMENTS, CLAIMS, DEMAND, ATTORNEYS FEES, MEDICAL EXPENSES, OR COSTS ARISING FROM SUCH ACTION; and,

MVBA COVID Waiver

7. I agree that any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by a panel of three neutral arbitrators, selected by the parties, and that such judgment entered by the arbitration panel be final. I HAVE READ THIS AGREEMENT. I FULLY UNDERSTAND THE TERMS OF THE AGREEMENT. I UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING THIS AGREEMENT. I ACKNOWLEDGE I HAVE THE OPPORTUNITY TO CONSULT WITH LEGAL COUNSEL BEFORE SIGNING, AND I FREELY AND VOLUNTARILY SIGN WITHOUT ANY INDUCEMENT

Player Name: _____

Parent Name: _____

Parent Signature: _____