

COVID-19 VISITING TEAM LIABILITY WAIVER

Mound Westonka Youth Hockey Association

(As of November 2020)

This waiver applies to events organized by the Mound Westonka Hockey Association.

This waiver outlines Mound Westonka Hockey Association's (MWHHA) plan for safely returning to the rink and being prepared for the possibility of positive cases occurring within participants or their families. MWHHA will utilize the guidelines set forth by the Center for Disease Control and Prevention (CDC), the Minnesota Department of Health (MDH), Minnesota Hockey, The Mound Westonka School District, and local government or health officials in returning to the rinks and managing confirmed cases of COVID-19. MWHHA will keep updated CDC and MDH guidance on its website to determine and communicate changes or decisions in MWHHA participation.

In consideration of being allowed to participate, the undersigned Association players, parents, next of kin and coaches, hereby,

- IN CONSIDERATION for the "Association" (refers to any organized hockey association visiting Thaler or Pond arena for a practice, scrimmage or game) being permitted to utilize the services, utilize the facilities and/or participate in the programs of Mound Westonka Hockey Association (MWHHA) including, but not limited to, use of facilities (Thaler and Pond Arena) or equipment, or participation in any program affiliated with MWHHA, 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 MWHHA'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 Centers for Disease Control and Prevention (CDC) and 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 MWHHA (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 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 MWHHA.

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- The undersigned hereby agrees, represents, and warrants that neither the undersigned nor such participating Association players, parents, next of kin or coaches shall participate in, visit or utilize the facilities, services, and/or programs of MWAHA 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 Team Manager (1st) or Level Director (2nd, if 1st is not available) immediately if he or she believes that any of the foregoing access/use restrictions may apply.

MWAHA 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. MWAHA COVID-19 Preparedness Plan will be posted to the MWAHA website for review. The undersigned acknowledges and agrees that MWAHA 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 MWAHA's revised procedures prior to utilizing the facilities, services, and/or prior to participating in the programs of MWAHA. The undersigned further acknowledges and agrees that, due to the nature of the facilities, services, and programs offered by MWAHA, 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 MWAHA and acknowledges that use thereof by the undersigned and/or such participating children may, despite MWAHA'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 MWAHA LIABILITY WAIVER 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 MWAHA 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 MWAHA UTILIZED 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 MWAHA 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 MWAHA Liability Waiver.

Association Name: _____

Head Coach or Team Manager Signature: _____ Signature Date ____/____/____