

Southeast Michigan Youth Football Association

SMYFA

DISCLAIMER, ASSUMPTION OF RISK AND WAIVER ADDENDUM

COVID-19 ASSUMPTION OF RISK, WAIVER AND RELEASE OF LIABILITY

Inherent in participation in sporting activities such as football, whether as an athlete, a volunteer or a spectator, are certain hazards and dangers, including, but not limited to, those risks, inherent or otherwise, detailed in the Disclaimer, Assumption of Risk and Waiver agreement, which you signed during the registration process for this fall season. Where as SMYFA refers to the Southeast Michigan Youth Football Association and all of the affiliates within the league but not limited to Livonia Eagles, Livonia Blue Jays, Livonia Orioles, Livonia Falcons, Northville Colts, Northville Stallions, Walled Lake Braves, Commerce Chargers, Novi Bobcats, Reford Eagles, Garden City Cougars, Dearborn Thunderbirds through their youth programs designated for football or cheer.

In addition to those risks set out in the Disclaimer, Assumption of Risk and Waiver agreement, which you have willingly and voluntarily assumed, we are all now grappling with the effects of the ongoing pandemic brought about by the novel coronavirus SARS-CoV-2, and COVID-19.

Please understand that despite all the precautions that you, other participants, SMYFA as a whole and/or your local teams may take to combat novel coronavirus or COVID-19 (collectively, "COVID-19") such as, for example, hand cleaning, social distancing, equipment cleaning, minimizing the use of shared objects between individuals, and other acts of vigilance against COVID-19, SMYFA and your local teams cannot guarantee your health or safety, and you may still be exposed to COVID-19, including, without limitation, through touching footballs and other equipment, utilizing field space for training and/or scrimmages, participating in training and/or games, and through direct and/or indirect interactions with other players, coaches, referees, volunteers, or individuals who have COVID-19, have been exposed to COVID-19 or individuals who may be carrying the COVID-19 virus, but do not exhibit any symptoms of that disease.

Consequently, guarantees cannot be made about your health or safety relative to COVID-19, notwithstanding any precautions taken. By submitting an application to play or volunteer, and accessing the programming in your local team, you, on behalf of yourself and your participating child, and on behalf of all persons who reside with you and with your child, as well as your heirs, beneficiaries, representatives, successors and assigns:

1. Knowingly and voluntarily assume all risks and dangers, known and unknown, that are associated with any exposure to COVID-19, including, but not limited to, suffering any type of medical condition, illness and, potentially, death;

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2. Acknowledge that your use of and/or participation in the programming of SMYFA and the local teams could result in you contracting COVID-19, respiratory failure, death, and/or the transmission of COVID-19 to family or household members and others who may also suffer these effects;

3. Knowingly and voluntarily waive, release, covenant not to sue, and forever discharge, and agree to indemnify and hold harmless, SMYFA and all of the local teams, its players, parents, volunteers, subsidiaries and other affiliates, and its and their respective officers, directors, members, employees, contractors, agents, representatives, successors and assigns (the "SMYFA Parties") from any and all liability, damages, losses, suits, demands, causes of action (including, without limitation, negligence), or any other claims of any nature whatsoever, arising out of, or relating in any way to, your use of and/or participation in the programming of SMYFA and the local teams and any potential or actual exposure to COVID-19, to the maximum extent permitted by law; and

4. Agree to abide by the directives and guidelines in effect in your state, county and community to disrupt the spread of COVID-19.

Player Name

Date

Signature of Parent or Legal Guardian

Date

Printed Name of Parent or Legal Guardian

Date