



ASSUMPTION OF RISK / WAIVER OF LIABILITY / INDEMNIFICATION AGREEMENT

THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS AND SUPPLEMENTS ANY DSYA PLAYER PARTICIPATION AGREEMENT. PLEASE READ IT CAREFULLY BEFORE SIGNING.

In consideration of the Participant(s) identified below being permitted to participate in any way in any DSYSA-related program, activities and events, including programs offered and operated by and through Neighborhood Sports, I the Participant's parent or legal guardian, acknowledge, appreciate, and agree that:

1. Participation will bring my Participant(s) into proximity and contact with people, facilities, vectors and environmental conditions capable of transmitting infectious diseases, including but not limited to MRSA, influenza and COVID-19 ("Infectious Diseases).
2. **Participation involves the risk of exposure to and sickness from Infectious Diseases and conditions such diseases may cause. Although practices such as good hygiene and personal discipline can reduce the risk of transmission and sickness, the risk of sickness, serious illness and even death does exist.**
3. Although DSYSA and Neighborhood Sports may adopt or publish guidelines from time to time believed to reduce or aid in reducing or mitigating risks of exposure and transmission of Infectious Diseases, the undersigned understands and acknowledges that DSYSA and Neighborhood Sports cannot control or eliminate risk to me or my Participant(s).
4. I understand that as a parent or guardian I have an important role in preventing the transmission of Infectious Diseases. I will use my best efforts to learn about and follow safe practices. I agree to comply with any DSYSA and Neighborhood Sports policies and terms and conditions of participation. If I observe any significant or unusual hazard or condition where participation is occurring, I will immediately notify the nearest coach or other program representative and remove myself and the Participant from the hazard.
5. **FOR MYSELF AND MY PARTICIPANT, I KNOWINGLY AND VOLUNTARILY ASSUME ALL RISKS** from participation, including but not limited to risks that are unknown or unseen, **EVEN IF THOSE RISKS ARISES IN WHOLE OR IN PART FROM ACTIONS OR NEGLIGENCE OF DSYSA OR NEIGHBORHOOD SPORTS OR THEIR REPRESENTATIVES, INDIVIDUALLY OR IN COMBINATON WITH OTHERS.** I assume full responsibility for my participation and my Participant's participation.
6. I, for myself and my Participant, and on behalf of my and their heirs, assigns, personal representatives and next of kin, **HEREBY FOREVER RELEASE, ACQUIT AND HOLD HARMLESS DSYSA,**

NEIGHBORHOOD SPORTS, and each and all of their sports committees and boards, their officers, directors, servants, employees, volunteers, agents and other representatives and the owners and lessors of premises and facilities used to conduct the program or event, (“Program Released Persons”) **OF AND FROM AND INDEMNIFY DSYSA AND NEIGHBORHOOD SPORTS AGAINST ANY INJURY, LOSS, DAMAGE, HARM OR LIABILITY TO ME OR MY PARTICIPANT OR OUR PROPERTY WITH RESPECT TO ANY AND ALL ILLNESS, DISABILITY, DEATH, WHETHER ARISING WHOLLY OR PARTLY FROM ANY NEGLIGENCE OF ANY PROGRAM RELEASED PERSON, SOLELY OR IN COMBINED WITH THE NEGLIGENCE OF OTHERS.**

7. **I HAVE READ AND I FULLY UNDERSTAND THIS ASSUMPTION OF RISK ASSUMPTION, WAIVER OF LIABILITY AND INDEMNIFICATION AGREEMENT. I UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND BEING FULLY INFORMED SIGN IT VOLUNTARILY WITHOUT ANY INDUCEMENT.**

Name of participant: _____

Participant Signature: _____

Date signed: _____

FOR PARTICIPANTS OF MINORITY AGE (UNDER AGE 18 AT THE TIME OF REGISTRATION)

This is to certify that I, as parent/guardian, with legal responsibility for this participant, have read and explained the provisions in this waiver/release to my child/ward including the risks of presence and participation and his/her personal responsibilities for adhering to the rules and regulations for protection against communicable diseases. Furthermore, my child/ward understands and accepts these risks and responsibilities. I for myself, my spouse, and child/ward do consent and agree to his/her release provided above for all the Program Released Persons and myself, my spouse, and child/ward do release and agree to indemnify and hold harmless the Program Released Persons for any and all liabilities incident to my minor child's/ward's presence or participation in these activities as provided above, **EVEN IF ARISING WHOLLY OR IN ANY PART FROM SUCH PARTICIPANT'S OWN NEGLIGENCE**, to the fullest extent permitted by law.

Name of parent/guardian: _____

Parent guardian/signature: _____

Date signed: _____