

# INFECTIOUS DISEASE WAIVER

## Highland Youth Soccer

### INFECTIOUS DISEASE WAIVER - PLAYERS

In consideration of being permitted to participate in any Highland Youth Soccer (HYS) event or activity or any HYS Member event or activity, including, but not limited to, practices, games, programs and related events and activities, the undersigned understands, acknowledges and agrees that:

1. Participation in such events or activities by my child and myself involves the possible exposure to an illness from infectious and/or communicable diseases including, but not limited to, COVID-19, MRSA, influenza, and other infectious or communicable diseases. While adherence to particular rules and requirements may reduce the risk of possible exposure, the risk of serious illness and death remains; and
2. The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is reported to be extremely contagious. The state of medical knowledge is evolving, but the virus is believed to spread from person-to-person contact and/or by contact with contaminated surfaces and objects, and even possibly in the air. People reportedly can be infected and show no symptoms and therefore spread the disease. The exact methods of spread and contraction are unknown, and there is no known treatment, cure, or vaccine for COVID-19. Evidence has shown that COVID-19 can cause serious and potentially life-threatening illness and even death.
3. HYS cannot prevent you [or your child(ren)] from becoming exposed to, contracting, or spreading COVID-19 while participating in HYS's activities. It is not possible to prevent against the presence of the disease. Therefore, if you choose to participate in HYS's activities you may be exposing yourself to and/or increasing your risk of contracting or spreading COVID-19.
4. On behalf of my child and myself, I knowingly and freely ASSUME ALL SUCH RISKS, both known and unknown, even if arising from the negligence of the Releasees or others, and assume full responsibility for my participation; and
5. On behalf of my child and myself, I agree to comply with all rules, regulations or conditions established by US Club Soccer, OHTSL, HYS, the State of Ohio for participation in such events or activities. If, however, I observe any violation of the rules, regulation or conditions established by US Club Soccer, OHTSL, HYS, or the State of Ohio during my presence or participation, I shall remove myself from participation and immediately bring such matter to the attention of HYS; and
6. On behalf of my child and myself, I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE AND HOLD HARMLESS HYS, its officers, officials, agents, employees, Members, Leagues and Associations, clubs, other participants, sponsoring agencies, sponsors, advertisers, and if applicable, owners and lessors of premises used to conduct the event or activity in which I participate ("RELEASEES"), from and against any and all claims of whatever type or kind including any illness, disability, death, or other loss or damage to person or property, whether arising from the negligence of Releasees or otherwise to the fullest extent permitted by law. Further, I expressly agree that this release is intended to be as broad and inclusive as permitted by the laws of the State of Ohio or any other state in which my/our child may participate in any event or activity described herein, and that if any portion of this release is determined to be invalid, it is agreed that the remaining provisions of this release shall continue in full force and effect. Finally, I further state that I have fully and carefully read the above release, understand the contents of the same and sign this release voluntarily and as my own free act and deed.
7. WAIVER OF LAWSUIT/LIABILITY: I hereby forever release and waive my right to bring suit against HYS and its officers, directors, managers, officials, trustees, agents, employees, or other representatives in connection with exposure, infection, and/or spread of COVID-19 related to HYS activities. I understand that this waiver means I give up my right to bring any claims including for personal injuries, death, disease or property losses, or any other loss, including but not limited to claims of negligence and give up any claim I may have to seek damages, whether known or unknown, foreseen or unforeseen.

CHOICE OF LAW: I understand and agree that the law of the State of Ohio will apply to this contract and consent to the jurisdiction of Cuyahoga County, Ohio regardless of Conflicts of Law principles.

**I HAVE READ THIS RELEASE OF LIABILITY, HOLD HARMLESS AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I, ON BEHALF OF MY CHILD AND MYSELF, HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.**

\*Name \_\_\_\_\_ \*Signature of Parent/Guardian X \_\_\_\_\_ \*Date \_\_\_\_\_