



SPORTS AND EXTRACURRICULAR ACTIVITIES WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT

In consideration for receiving permission to participate in sports and extracurricular activities (collectively, “the Activities”) at Kokomo School Corporation, I, on behalf of any minor child/children for whom I have the capacity to contract, hereby acknowledge and agree to the following:

1. I understand the hazards of the novel coronavirus (“COVID-19”) and am familiar with the Centers for Disease Control and Prevention (“CDC”) guidelines regarding COVID-19, as well as those issued by my local health department. I acknowledge and understand that the circumstances regarding COVID-19 are changing from day to day and that, accordingly, the CDC guidelines are regularly modified and updated and I accept full responsibility for familiarizing myself with the most recent updates.

2. Notwithstanding the risks associated with COVID-19, which I readily acknowledge, I hereby willingly choose to grant my child permission to participate in the Activities.

3. I acknowledge and fully assume the risk of illness or death related to COVID-19 arising from my child’s participation in the Activities and hereby **RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE** (on behalf of myself and any minor children from whom I have the capacity contract) Kokomo School Corporation, its board of trustees, administration, teachers, faculty, staff, coaches, representatives, officers, directors, agents, employees, assigns, and other representatives (the “RELEASEES”) from any liability related to COVID-19 which might occur as a result of my child participating in the Activities.

4. If applicable to my child, I understand that certain contact sports that involve close, sustained contact between participants, lack of significant protective barriers, and high probability that respiratory particles will be transmitted between participants pose an even greater risk of infection of COVID-19 and resultant illness or death therefrom. I acknowledge and fully understand that some contact sports pose a **higher** risk of infection of COVID-19, including but not limited to wrestling, football, lacrosse, competitive cheer, and dance.

I further acknowledge and fully understand that some contact sports pose a **moderate** risk of infection of COVID-19 because they involve (1) close, sustained contact, but can utilize protective equipment that may reduce likelihood of respiratory particle transmission between participants; (2) intermittent close contact; (3) group activity; or (4) equipment that cannot be cleaned between participants. Moderate risk sports include but are not limited to basketball, volleyball, baseball, softball, soccer, water polo, gymnastics, ice hockey, field hockey, tennis, relay swimming, group track and field events, track and field events using shared equipment, and crew.

I further acknowledge and fully understand that some contact sports pose a **heightened** risk of infection of COVID-19, even though (1) they can be performed while socially distancing or individually with no equipment sharing, or (2) the equipment used can be cleaned between competitors. Heightened risk sports include but are not limited to individual running events,



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individual track and field events, individual swimming, golf, weightlifting, alpine skiing, sideline cheer, and cross country running with staggered starts.

5. I shall release and hold harmless the RELEASEES from and against any and all claims, demands, suits, judgments, losses or expenses of any nature whatsoever (including, without limitation, attorneys’ fees, costs and disbursements, whether or not an action is brought, on appeal or otherwise), arising from or out of, or relating to, directly or indirectly, the infection of COVID-19.

6. It is my express intent that this Waiver and Hold Harmless Agreement shall bind any assigns and representatives, and shall be deemed as a **RELEASE, WAIVER, DISCHARGE, AND COVENANT NOT TO SUE** the above-named RELEASEES. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Indiana. **I HEREBY KNOWINGLY AND VOLUNTARILY WAIVE ANY RIGHT TO A JURY TRIAL OF ANY DISPUTE ARISING IN CONNECTION WITH THIS AGREEMENT. I ACKNOWLEDGE THAT THIS WAIVER WAS EXPRESSLY NEGOTIATED AND IS A MATERIAL INDUCEMENT THE PERMISSION GRANTED BY RELEASEES TO BE ON PREMISES AND PARTICIPATE IN THE ACTIVITIES.**

7. **I ACKNOWLEDGE AND AGREE THAT I AM EXECUTING THIS WAIVER AND HOLD HARMLESS AGREEMENT KNOWINGLY AND VOLUNTARILY. I FURTHER ACKNOWLEDGE AND AGREE THAT I AM GIVING UP LEGAL RIGHTS BY EXECUTING THIS WAIVER AND HOLD HARMLESS AGREEMENT.**

IN SIGNING THIS AGREEMENT, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing Wavier of Liability and Hold Harmless Agreement, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute this Agreement for full, adequate and complete consideration fully intending to be bound by same.

IN WITNESS WHEREOF, I have signed this Waiver and Agreement under seal on this _____ day of _____, 2020.

Name of child: _____

Activity/-ies: _____

Signature of Parent: _____

Printed: _____