

# Upper Palmetto YMCA

## Assumption of the Risk and Waiver of Liability Relating to Coronavirus/COVID-19

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. The Upper Palmetto YMCA (UPYMCA) has put in place preventative measures to reduce the spread of COVID-19; however, the UPYMCA cannot guarantee that you will not become infected with COVID-19. Further, participation could increase your risk of contracting COVID-19.

### **READ CAREFULLY BEFORE SIGNING – INITIAL EACH PARAGRAPH**

\_\_\_\_ INITIALS By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that I may be exposed to or infected by COVID-19 by participation; and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 at the Y may result from the actions, omissions, or negligence of myself and others, including, but not limited to, the YMCA's employees, volunteers, and program participants and their families.

\_\_\_\_ INITIALS I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to myself (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I may experience or incur in connection with my participation at the UPYMCA. On my behalf, I hereby release, covenant not to sue, discharge, and hold harmless the UPYMCA, its employees, agents, and representatives, of and from the Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of the Y, its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation at the UPYMCA.

\_\_\_\_ INITIALS I represent that I have adequate insurance to cover any injury or illness I may suffer or cause while participating in this activity, or else I agree to bear the costs of such injury or illness myself. I further represent that I have no medical or physical condition which could interfere with my safety in this activity, or else I am willing to assume – and bear the costs of – all risks that may be created, directly or indirectly, by any such condition.

\_\_\_\_ INITIALS In the event that I file a lawsuit, I agree to do so in the state where the YMCA is located, and I further agree that the substantive law of that state shall apply. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

\_\_\_\_ INITIALS By signing this document, I agree that if I am exposed or infected by COVID-19 during my participation in this activity, then I may be found by a court of law to have waived my right to maintain a lawsuit against the parties being released on the basis of any claim for negligence.

\_\_\_\_ INITIALS I have had sufficient time to read this entire document and, should I choose to do so, consult with legal counsel prior to signing. Also, I understand that this activity might not be made available to me or that the cost to engage in this activity would be significantly greater if I were to choose not to sign this release, and agree that the opportunity to participate at the stated cost in return for the execution of this release is a reasonable bargain. **I have read and understood** this document and I agree to be bound by its terms.

\_\_\_\_ INITIALS If I have signed a separate general waiver of liability connected to my participation at the UPYMCA, I agree that the terms of that waiver are wholly incorporated into this document and that the terms of this document are incorporated into the separate general waiver.

\_\_\_\_ INITIALS I agree that I will practice safe social distancing and clean hygiene during my participation in any activities and programs at the UPYMCA.

Signature \_\_\_\_\_ Print Name \_\_\_\_\_

Address: \_\_\_\_\_ City, State, Zip \_\_\_\_\_

Telephone: \_\_\_\_\_ Date: \_\_\_\_\_

### **PARENT OR GUARDIAN ADDITIONAL AGREEMENT**

(Must be completed for participants under the age of 18)

In consideration of \_\_\_\_\_ (PRINT minor's names) being permitted to participate in any UPYMCA activity or program, I further agree to indemnify and hold harmless Releasees from any claims alleging negligence which are brought by or on behalf of minor or are in any way connected with such participation by minor.

Parent or Guardian \_\_\_\_\_ Print Name \_\_\_\_\_ Date \_\_\_\_\_