

MGSC WAIVER AND RELEASE AGREEMENT: COVID-19

I agree to release and discharge and hold harmless the Monona Grove Soccer Club, its coaches, board officers, employees, agents, volunteers, participants, and all other persons or entities acting for them (hereinafter collectively referred to as "Releasees"), on behalf of myself and my children, parents, heirs, assigns, personal representative and estate (hereinafter referred to as "Releasers") with regard to the following:

I acknowledge that participating in certain athletic activities conducted by Releasees involves known and unanticipated risks which could result in physical or emotional injury, paralysis or permanent disability, infections or diseases, death, and property damage. I understand such risks cannot be completely eliminated based on the essential aspects of the athletic activities.

On behalf of my minor child I assume all of the risks inherent in athletic activities. My child's participation in the athletic activities is voluntary, and I assume those risks as a condition of my child participating. If at any time, I believe conditions are unsafe or that my child is unable to participate due to physical or medical conditions, I will ensure that participation immediately discontinues. I am solely responsible for providing personal protective equipment suitable for athletic activities.

As the Releaser, I acknowledge that the novel coronavirus ("COVID-19") infections have been confirmed throughout the United States, including Wisconsin. In accordance with the most recent guidance and protocols issued by the World Health Organization (WHO), the Centers for Disease Control and Prevention (CDC), and the Wisconsin Department of Health Services (WDHS), for slowing the transmission of COVID-19, I hereby agree and attest that neither the undersigned nor such participating children shall visit or utilize the fields, facilities, services and programs affiliated with Monona Grove Soccer Club if he or she (a) experiences symptoms of COVID-19, including, without limitation, fever, cough or shortness of breath, or (b) has a suspected or diagnosed/confirmed case of COVID-19.

I also hereby agree and represent that neither the undersigned nor my participating children or wards shall visit or utilize the fields, facilities, services and related programs within 14 days after (a) returning from highly impacted areas subject to a CDC level 3 Travel Health Notice, (b) exposure to any person returning from areas subject to a CDC Level 3 Travel Health Notice, or (c) exposure to any person who has a suspected or confirmed case of COVID-19.

Further, I understand and assume the risk involved with participation in Monona Grove Soccer Club activities as an athletic event, within the current COVID-19 setting throughout the United States and agree to release, forever discharge, and hold harmless Releasees from any potential exposure to this or other virus or consequences therefrom.

I understand that I am required to, and attest that I have adequate insurance to cover any injury or damage that my child may suffer or cause while participating in any of the related athletic activities, including COVID-19. I further attest that my child has no known medical or physical condition which could interfere with my child's safety in the athletic activities.

I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in force and effect. By signing this document, I agree that if my child or property is damaged, injured, or gravely harmed during my participation in this activity, then I may be found by a court of law to have waived my right to raise or maintain a lawsuit against the Releasees. I have had sufficient time to read this document and am aware of my entitlement to consult with legal counsel prior to signing. I have read and understood this document and I agree to be bound by its terms. This release does not apply to claims arising from intentional conduct.

RELEASE AND WAIVER SIGNATURE

(To be completed by parent/guardian for participants under the age of 18)

With regard to _____ (print minor's name) participating in Releasee's activities, I hereby voluntarily release, forever discharge, and agree to hold harmless Releasees from any and all liabilities, obligations, claims, demands, or causes of action which are in any way connected with the Releasees and participation in the athletic activities, to include exposure to COVID-19, as set forth in the above Waiver and Release Agreement.

Releaser/Parent/Guardian Signature

Print Name

Date