

IN CONSIDERATION of the Participant being permitted to utilize the athletic facilities, services, and/or equipment of the Hudson City School District (and other partnering schools, facilities and/or churches), the parent/guardian on behalf of Participant agrees, represents, acknowledges, and understands as follows:

By signing on the line below, as parent/guardian of the Participant(s) listed above, I agree that Participant is personally responsible for his/her safety while using the facilities, equipment, and services related to the Kiwanis Club of Hudson travel basketball program (hereafter referred to as the "Program").

Participant affirms he/she is in good health and can participate in all activities and has informed the Kiwanis Club of Hudson of any special considerations or health problems (medications, allergies, etc.) relevant to his/her participation in the Program. Participant agrees to comply with the Ohio Department of Health orders, protocols, and rules, and further agrees to comply with the Kiwanis Club of Hudson, Hudson City School District, Board of Education policies, guidelines, protocols, instructions and signage, and OHSAA by-laws, guidelines, policies, protocols and rules, if applicable. Because are open for use by other individuals, Participant recognizes that he/she is at higher risk of contracting any illness or communicable disease, including but not limited to COVID-19.

COVID-19 is a respiratory disease that can result in serious illness or death. The virus is spread between individuals who are in close contact with each other (within about six feet), primarily through respiratory droplets produced when an infected person coughs or sneezes. It may be possible that individuals can get COVID-19 by touching a surface or object that has the virus on it and then touching their own mouth, nose, or eyes.

With full awareness and appreciation of the risks involved, I, parent/guardian on behalf of Participant agree to release the Kiwanis Club of Hudson, its officers, agents, and members (collectively referred to as the "Released Parties"), in their official and individual capacities, from any and all claims, liability, or demands for damages against the Released Parties for any expense, monetary damage, property damage, personal injury, sickness, illness of any nature whatsoever (including physical or emotional), or death, which may be sustained or incurred by Participant in connection with his/her participation and/or related to COVID-19, including as a result of any negligent or reckless acts or omissions of the Released Parties, or any negligent, reckless, willful, or intentional acts or omissions of any other individual. I, parent/guardian on behalf of Participant further agree to indemnify, defend, and hold harmless the Released Parties from and against any and all costs, expenses, damages, claims, lawsuits, judgments, losses, and/or liabilities (including attorney fees) arising either directly or indirectly from or related to any and all claims made by or against the Released Parties due to bodily injury, death, loss of use, monetary loss, or any other injury from or related to Participant's use of practice facilities, tools, equipment, and materials affiliated with the travel basketball program, whether caused by the negligent, reckless, willful, or intentional acts or omissions of the Released Parties or otherwise specifically related to COVID-19.

It is the Participant's express intent that, to the fullest extent allowed by law, this Waiver and Release: (1) shall bind Participant and the members of his/her family, as well as his/her family, estate, heirs, administrators, personal representatives, or assigns, if Participant is deceased; (2) shall be construed as a release and waiver of any and all claims against the Released Parties by any person in their individual or representative capacities arising out of or related in any way to Participant's participation in the Program; and (3) shall be construed as an agreement to defend, hold harmless, and indemnify the Released Parties for any and all claims, demands, and liabilities, arising out of or related in any way to the Participant's participation in the Program.

Participant agrees that this Waiver and Release shall be construed in accordance with the laws of the State of Ohio. If any term or provision of this Waiver and Release shall be held illegal, unenforceable, or in conflict with any law governing this Waiver and Release, the validity of the remaining portions shall not be affected and shall remain valid and enforceable.

FOR STUDENT (UNDER THE AGE OF 18) PARTICIPANT:

I state that I am the PARENT / GUARDIAN (circle one) of _____ (name of Participant), and am fully competent to sign this Release and Waiver on Participant's behalf; that I have read and understood its terms; that I am sufficiently informed about the risks involved, including those associated with COVID-19; and that I sign this Release and Waiver for full, adequate, and complete consideration fully intending for Participant, and for Participant's family, estate, heirs, administrators, personal representatives, or assigns to be bound by the same.