

**WAIVER OF LIABILITY AND RELEASE OF DAMAGES FOR CORONAVIRUS (COVID-19) EXPOSURE FROM TEAM ACTIVITIES USING TOWN OF OAK RIDGE FACILITIES FOR YOUTH ATHLETICS**

This waiver of liability and release of claims and damages is required by pending uncertainties due to the raising of mass gathering limits in Governor’s Executive Order No. 163 (dated 1 September 2020), and the apparent allowance therein of team and league sports, together with the continuing recommendation against the holding of and participation in contact sports contained in North Carolina Department of Health and Human Services Interim Guidance for Administrators and Participants of Youth, College, and Amateur Sports Program (dated 11 September 2020).

The undersigned, via their electronic consent, in consideration of use of the Oak Ridge Town Park and/or any other Town of Oak Ridge facility for contact team sports, and the substantial value thereof which this person hereby acknowledges, hereby waives any and all claims for personal injury against, and hereby releases from any liability, and hereby agrees to indemnify and hold harmless, the Town of Oak Ridge, North Carolina, and its officials, employees, contractors, agents, arising from exposure to, infection from, or costs, damages, or expenses of any description caused by, COVID-19, a/k/a SARS-CoV-2 or Coronavirus Disease 2019, caused by or experienced in connection with any use of the Oak Ridge Town Park or any other Town of Oak Ridge facility for contact team sports.

**WAIVER OF LIABILITY AND RELEASE FOR OAK RIDGE YOUTH ASSOCIATION**

As lawful consideration for my minor child being permitted to participate in programs and events offered through the Oak Ridge Youth Association I agree that neither my minor child nor I will make a claim against, sue, attach the property of or prosecute the Oak Ridge Youth Association, sponsors, building contractors, suppliers, employees and volunteers for damages for death, personal injury or property damage which my minor child may sustain as a result of my child’s participation in these sporting activities. This release is intended to discharge in advance Oak Ridge Youth Association, sponsors, building contractors, suppliers, and employees from and against any and all liability, including for negligent actions, arising out of or connected in any way with my minor child’s participation in the sports league, program, camp, clinic or any other activity except for liability that may arise out of the willful or wanton misconduct of Oak Ridge Youth Association, sponsors and employees. I further understand that sports involve physical contact between players, that serious accidents occasionally occur during such sporting activities, and that participants in such sporting activities occasionally sustain serious personal injuries, including death, and/or property damage, as a consequence thereof. Knowing the risks of participation, nevertheless, I hereby agree that my minor child and I assume those risks and release and hold harmless the Oak Ridge Youth Association, sponsors, employees and volunteers who, through negligence or carelessness, might otherwise be liable to me, my minor child, or our heirs or assigns, for damages. I attest that I am eighteen (18) years old or older and that my child is physically fit and have no known medical conditions which prohibit participation in this sport. My child and I agree to follow all laws, rules and guidelines regulating the conduct of the league, camp or event. I understand and agree that my child and I are responsible for the mechanical and/or operating condition of any and all sporting equipment provided by my child or by me for my child’s use, and I agree that my child and I will continuously inspect and maintain all equipment used. I also agree that the Oak Ridge Youth Association and their agents, sponsors, employees and volunteers may use my child’s photograph in future promotions.

In consideration of being allowed to participate in ORYA programs, by acknowledging this consent you acknowledge, appreciate, certify and agree that your child’s participation includes possible exposure to illness and infectious diseases, including but not limited to MRSA, influenza, and COVID-19. Being that ORYA is unable ensure that all participants, coaches, directors and volunteers are taking the necessary precautionary measures, participating families knowingly and freely assume all risks associated with person to person exposure. Participation in ORYA programs requires players to be symptom free. Participants who are exposed to infectious diseases need to fully recover from their symptoms prior to returning to organized events. Families are expected to keep players absent from organized events if they have potentially been exposed to an ill family member. Directors, players, coaches, volunteers and spectators are expected to comply with all recommendations provided by league officials to ensure safe play.

I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY FOR MYSELF AND MY CHILD AND A CONTRACT BETWEEN MYSELF, MY CHILD AND THE OAK RIDGE YOUTH ASSOCIATION AND THEIR AGENTS, SPONSORS, EMPLOYEES, AND VOLUNTEERS AND I HAVE DIGITALLY AGREED TO IT OF MY OWN FREE WILL.

Print name: \_\_\_\_\_

Signature: \_\_\_\_\_

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