**WAIVER/RELEASE FOR COMMUNICABLE DISEASES INCLUDING COVID-19**

ASSUMPTION OF RISK / WAIVER OF LIABILITY / INDEMNIFICATION AGREEMENT

In consideration of being allowed to participate on behalf of the Miracle League of Camden County athletic program and related events and activities, the undersigned acknowledges, appreciates, and agrees that:

1. The undersigned has medical conditions which place him or her at increased risk for illness. The undersigned has consulted with doctors and medical specialists regarding these medical conditions. The undersigned fully understands, accepts and appreciates the risks involved in participation.
2. Participation includes possible exposure to and illness from infectious diseases including but not limited to MRSA, influenza, and COVID-19 (“Diseases”). While particular rules and personal discipline may reduce this risk, the risk of serious illness and death does exist; and,
3. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my participation; and,
4. I willingly agree to comply with the stated and customary terms and conditions for participation with regard to protection against infectious diseases. If, however, I observe any unusual or significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest official immediately. In the event I or any person in my household test positive for COVID-19, I agree to notify the League within 24 hours of receiving the positive diagnosis. The League will keep my identifying information private.
5. I waive any and all claims against Releasees that I may in the future have arising out of any and all damages/injuries resulting, in part, from my potential exposure to Diseases while participating in this program.
6. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE AND AGREE TO DEFEND, HOLD HARMLESS AND INDEMNIFY The League, their officers, officials, agents, and/or employees, other participants, volunteers, sponsoring agencies, sponsors, advertisers, and if applicable, owners and lessors of premises used to conduct the event (“Releasees”), from any lawsuit, claim, or liability whatsoever WITH RESPECT TO ANY AND ALL ILLNESS, DISABILITY, DEATH, or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF RELEASEES OR OTHERWISE, to the fullest extent permitted by law.
7. If I violate the terms of this Agreement and sue any party otherwise released under this Agreement, that party shall be entitled to recover from me his/her/its expenses, including attorney fees.
8. This Agreement shall be governed and interpreted in accordance with the laws of the State of Georgia. Any litigation involving the parties to this Agreement shall be brought within in the County of Camden, State of Georgia. This Agreement shall be binding upon me, my heirs, next of kin, executors, administrators, assigns, representatives, and all other parties seeking to claim under or through me, in the event of my death of incapacity.

**I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.**

Name of participant:    \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Participant signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date signed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**FOR PARTICIPANTS OF MINORITY AGE (UNDER AGE 18 AT THE TIME OF REGISTRATION)**

This is to certify that I, as parent/guardian, with legal responsibility for this participant, have read and explained the provisions in this waiver/release to my child/ward including the risks of presence and participation and his/her personal responsibilities for adhering to the rules and regulations for protection against communicable diseases. Furthermore, my child/ward understands and accepts these risks and responsibilities. I for myself, my spouse, and child/ward do consent and agree to his/her release provided above for all the Releasees and myself, my spouse, and child/ward do release and agree to indemnify and hold harmless the Releasees for any and all liabilities incident to my minor child’s/ward’s presence or participation in these activities as provided above, EVEN IF ARISING FROM THEIR NEGLIGENCE, to the fullest extent provided by law.

Name of parent/guardian: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Parent guardian/signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date signed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_