



**COVID-19 Assumption of Risk, Waiver of Liability & Indemnity Agreement
(Read Carefully Before Signing)**

This is an important legal agreement between the participant, one or both of the participants parents or a legal guardian if participant is under the age of 18 (each, or collectively, "Parents of a minor participant"), and [PLAYERS INDOOR SPORTS CENTER] ("Facility"). In consideration of [PLAYERS INDOOR SPORTS CENTER] allowing the participant to participate in the Facility program, the participant and Parents hereby agree to the following terms and conditions.

I. Essential Safety Rules

1. Parents and the participant agree to comply with all Facility safety policies which include but are not limited to the following:
 - A. Participant will stay home if the participant has a temperature of 100.4 or higher or exhibits symptoms such as coughing, sneezing, difficulty breathing, or any other flu-like symptoms or symptoms associated with COVID-19.
 - B. Participant will immediately depart the facility (parent will be required to immediately pick up) if the participant arrives to the scheduled activity at the facility or alternate site and exhibits any of the COVID-related symptoms above.
 - C. If the participant has been in contact with anyone who exhibits symptoms of COVID-19 or has COVID-19, participant/Parents of participant under 18 must inform the Facility immediately.
2. Participants/Parents acknowledge that the Facility will send the participant home if the participant exhibits symptoms of COVID-19, has come into contact with anyone who exhibits symptoms of COVID-19 or had COVID-19, does not follow Facility's rules regarding COVID-19, or if Parents or the participant made false, misleading, or incomplete statements when providing health-related information to the Facility.

II. Assumption of Risk

1. Participants and Parents of a minor participant assume all risks of loss or injury resulting from contracting COVID-19 as a result of the participant's participation in the Facility's programs, activities, leagues, use of Facility in general and equipment, and transportation to and from Facility's activities on site or at alternate sites.
2. **Participant's and Parents of a minor understand that the spread of a communicable disease, such as COVID-19, is an inherent risk of sports activities through the Facility, notwithstanding any safety precautions that the Facility may take, which makes it impossible to ensure the complete safety of the participant. Neither Parents or a minor nor the participant will hold the Facility liable in the event that the participant suffers any illness or injury as a result of being exposed to or contracts COVID-19 at a Facility program or activity.**
3. **Having read and understood the above, Parents of a minor and the participant hereby assert that the Participant's participation in a Facility program or activity is completely voluntary. Parents of a minor and the participant knowingly assume the risk of contracting COVID-19 at Facility programs or activities. The parents of a minor and participant agrees to abide by all Facility rules to minimize the risk of injury to the participant and others.**

III. Waiver of Liability

1. **Parents of a minor and the participant hereby release, waive, and discharge [PLAYERS INDOOR SPORTS CENTER] its owners, employees, officers, independent contractors, vendors, and invitees (individually a "Facility Party and collectively "Facility Parties") from liability from any and all claims resulting from the exposure, infection and/or spread of COVID-19 related to attendance at the Facility program or activities, utilization of Facility services, physical facilities and equipment or from the negligence of any Facility Party.**
2. Parents of a minor and the participant enter into this waiver of liability on behalf of themselves, their heirs, successors, assigns, and personal representatives.
3. **This waiver of liability applies to personal injury, including death, and any other loss incurred by participant or Parents of a minor participant from incidents and illnesses arising from contracting COVID-**



19 at the Facility programs or activities, including but not limited to: use of the Facility physical facilities and equipment; participation in Facility programs and activities; emergency and nonemergency/routine medical care provided by the Facility; and following negligent instructions of a Facility Party.

IV. Indemnification of the Facility

- 1. Parents of a minor participant and participants agree to hold harmless, defend, and indemnify the Facility Parties (that is, defend and pay any judgment and costs, including investigation costs, court costs, and legal/attorney fees) from any and all claims of the participant, the parent of a minor, family members, or others arising from the participant’s or a parent’s injury or loss due to participation in the Facility activities and programs. This includes injuries or losses arising from the inherent risks of the Facility experience or the ordinary negligence of the Facility Parties.**
- 2. Parents of minors and participants further agree to hold harmless, defend, and indemnify the Facility Parties (that is, defend and pay any judgment and costs, including investigation costs, court costs, and legal/attorney fees) against any and all claims of co-participants, rescuers, and others arising from the participant’s or a parent’s conduct in the course of participation in the Facility programs and activities.**

V. Other Important Provisions

- 1. Broad Interpretation:** Parents of a minor and the participant acknowledge and agree that this Assumption of Risk, Waiver of Liability, and Indemnity Agreement is intended to be as broad and inclusive as permitted by state law.
- 2. Covenant Not to Sue:** Parents of a minor and the participant covenant not to sue the Facility for any claim arising directly or indirectly from the participant contracting COVID-19 at the Facility programs or activities. This includes claims resulting from the inherent risks of the Facility experience, the Facility’s negligence, or the negligence of Facility parties.
- 3. Severability:** Parents of a minor participant and the participant acknowledge and agree that if any portion of this agreement is unlawful, invalid, or unenforceable, it shall not impact the validity and enforceability of any other portion of this agreement.
- 4. Venue and Choice of Law:** Parents of a minor and the participant acknowledge and agree that the sole venue for any dispute or cause of action related to this agreement shall be a court of competent jurisdiction located in [NAPERVILLE, IL]. Parents of a minor participant and the participant acknowledge and agree that that any dispute or cause of action brought under this contract shall be governed by the laws of [ILLINOIS] without giving effect to principles of conflicts of law.

Acknowledgment of Understanding

I have read this agreement, fully understood its terms, and explained the risks and safety rules set forth above to the camper, who understands the risks and rules. **I acknowledge and agree that, by signing below, I am giving up substantial rights on my own behalf as a participant or if parent of a minor and on behalf of the minor participant, including the right to sue any Facility Party for injuries resulting from the inherent risks of the Facility experience and the ordinary negligence of the Facility.** I further acknowledge that I or a minor participant is voluntarily participating. I intend my signature to be a complete and unconditional release of all liability, including that due to ordinary negligence by the Facility, to the greatest extent possible under the law. I am signing on my own behalf and on behalf of the minor participant if applicable.

Name of Participant or Minor Participant Signature of Participant or Minor Participant Date

Name of Parent/Guardian of Minor Participant Signature of Parent/Guardian of Minor Participant Date

Name of Parent/Guardian of Minor Participant Signature of Parent/Guardian of Minor Participant Date