



## HOLD HARMLESS, RELEASE, AND WAIVER OF LIABILITY AGREEMENT RELATED TO COVID-19 FOR PARTICIPATION IN EXTRACURRICULAR ATHLETIC ACTIVITIES

The Britton Deerfield School District student named below has voluntarily requested to participate in extracurricular athletic activities organized and/or sponsored by Britton Deerfield School District ("District"). For the purposes of this Agreement, extracurricular athletic activities include all optional noncredit athletic activities where the activities include, but are not limited to, practices, training sessions, meetings, games, tournaments, any other competitive endeavor, and all District-provided transportation to and from the extracurricular athletic activities (collectively, "Athletic Activity").

As consideration for being allowed to voluntarily participate in one or more Athletic Activity, I hereby acknowledge, affirm, and agree to the following:

1. I am aware of and familiar with the Novel Coronavirus Disease ("COVID-19"), which is a new coronavirus that had not previously been seen in humans. I understand that people with COVID-19 may experience a wide range of symptoms and that some people may experience no symptoms. I know that symptoms of COVID-19 include, but may not be limited to, fever or chills, cough, shortness of breath or difficulty breathing, fatigue, muscle or body aches, headache, new loss of taste or smell, sore throat, congestion or runny nose, nausea, vomiting or diarrhea. I acknowledge and understand that the circumstances and symptoms surrounding COVID-19 are changing from day-to-day and that, accordingly United States Centers for Disease Control ("CDC") guidelines are regularly modified and updated. I agree to accept complete responsibility for familiarizing myself with the most recent CDC guidelines, including any modifications and updates.
2. I am aware of and familiar with the COVID-19 transmission prevention measures which are required by the State of Michigan and the District, and I agree to personally follow and implement all prevention measures at all times. I understand and agree that prevention measures include, but may not be limited to, **wearing a facial covering at all times except when swimming or when I am able to consistently maintain six (6) feet of physical/social distance between myself and other persons; I will disinfect all of my equipment before and after each use; I will not share my equipment with others; I will engage in frequent handwashing and/or the use of hand sanitizer if handwashing is not available; and I will not engage in handshakes, fist bumps, and other unnecessary contact with others.** I understand that my coaches, competition officials, and/or representatives from other schools against whom the District is competing may identify additional COVID-19 prevention and/or other safety measures, and I agree to personally follow and implement all COVID-19 prevention and/or other safety measures requested of me by my coaches, competition officials, and/or representatives from other schools against whom the District is competing.
3. I agree that I will complete the District's COVID-19 screener before beginning participation in any Athletic Activity and I agree that I will **NOT PARTICIPATE** in any Athletic Activity if: (1) I have been in close contact of another person who has tested positive for COVID-19 (close contact is defined as being within six feet of the COVID-19 positive person for a period of 15 minutes or more or engaging in intimate activity or sharing of food/beverage utensils, cups, etc. with a COVID-19 positive person); OR (2) I have a symptom of COVID-19 which are: one (1) or more of the following: new or worsening cough (excluding chronic cough due to a known medical reason or allergies), shortness of breath or difficulty breathing, fever of 100.4 degrees or higher, new loss of taste or smell OR two (2) or more of the following: chills or shivering, fatigue, abdominal pain, muscle aches, headache, sore throat, congestion or runny nose, nausea, vomiting or diarrhea.
4. I acknowledge that I am aware of and understand that by participating in the Athletic Activity there is a risk of being exposed to and/or contracting COVID-19. I understand that the risk of contracting COVID-19 may be greater with participation in contact sports that involve more than occasional and fleeting contact due to the closeness of the participants and the increased potential for infectious disease transmission. I understand and acknowledge that even with COVID-19 prevention measures in place, disease transmission cannot be completely prevented when Athletic Activity participants are in prolonged or intense contact.
5. I understand and acknowledge that despite requiring COVID-19 transmission prevention measures, the District cannot guarantee that I will not be exposed to or contract COVID-19 through my participation in the Athletic Activity. I understand and acknowledge that while certain individuals may be at a higher risk for more serious illness or complications from COVID-19, anyone, including young and otherwise healthy persons may contract COVID-19

and may become seriously sick or die. After careful consideration and with full and complete knowledge of the risk of being exposed to and contracting COVID-19, including the risk of illness, bodily injury, permanent disability, and/or death, directly or indirectly related to COVID-19, I have voluntarily decided to participate in the Athletic Activity and to assume the risk of being exposed to and contracting COVID-19.

6. By signing this form, I am voluntarily and knowingly agreeing to forever release, waive, discharge, and covenant not to sue Britton Deerfield School District , its Board of Education, Superintendent, administrators, employees, contractors, agents, and/or volunteers from any and all losses or damages resulting from illness, bodily injury, temporary or permanent disability, and/or death, whether caused by the negligence of Britton Deerfield School District , its Board of Education, Superintendent, administrators, employees, contractors, agents, and/or volunteers or which might occur as a result of my participation in the Athletic Activity that are related, directly or indirectly, from exposure to or infection with COVID-19.
7. To the maximum extent allowable by law, I agree to indemnify and hold harmless Britton Deerfield School District , its Board of Education, Superintendent, administrators, employees, contractors, agents, and/or volunteers from any and all claims, demands, suits, judgments, losses or expenses of any nature whatsoever (including without limitation, attorneys' fees, costs, and disbursements), arising from or out of, or relating to, directly or indirectly, my exposure to or infection with COVID-19, or arising from or out of, or relating to, directly or indirectly, me exposing or infecting others with COVID-19.
8. I understand and agree that this HOLD HARMLESS, RELEASE, AND WAIVER OF LIABILITY AGREEMENT is to be binding upon myself, my spouse, children, heirs and assigns, and that the provisions contained herein are to be construed, interpreted, and controlled by the laws of the State of Michigan.

**BY SIGNING THIS HOLD HARMLESS, RELEASE AND WAIVER OF LIABILITY AGREEMENT, I ACKNOWLEDGE AND REPRESENT THAT I HAVE READ THE AGREEMENT, UNDERSTAND IT, AND SIGN IT VOLUNTARILY OF MY OWN FREE WILL. I REPRESENT THAT NO ORAL REPRESENTATIONS, STATEMENTS, OR INDUCEMENTS, APART FROM WHAT IS INCLUDED IN THIS WRITTEN AGREEMENT REGARDING THE SUBJECT MATTER OF THIS AGREEMENT HAVE BEEN MADE TO ME.**

\_\_\_\_\_  
Student Name

\_\_\_\_\_  
Student Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Athletic Activity

\_\_\_\_\_  
Season

**\*\*\*\*\*PARENT/LEGAL GUARDIAN CERTIFICATION\*\*\*\*\***

I, the undersigned parent/legal guardian, certify that I am the parent/legal guardian of the above named student, who is a minor child, and that I, with full acknowledgement of the risks of participation as described above, am requesting that my child be permitted to participate in the Athletic Activity. I agree, on my own behalf and on behalf of my minor child, including my and/or the minor child's other parents, representatives, executors, administrators, heirs and assigns, that I am bound to and that my child is bound to each and every term and condition of this Hold Harmless, Release and Waiver of Liability Agreement, including, but not limited to, the duty to forever release, waive, discharge, and covenant not to sue Britton Deerfield School District , its Board of Education, Superintendent, administrators, employees, contractors, agents, and/or volunteers from any and all losses or damages resulting from illness, bodily injury, temporary or permanent disability, and/or death, whether caused by the negligence of Britton Deerfield School District , its Board of Education, Superintendent, administrators, employees, contractors, agents, and/or volunteers or which might occur as a result of my child's participation in the Athletic Activity that are related, directly or indirectly, from exposure to or infection with COVID-19. I further agree to indemnify and hold harmless Britton Deerfield School District , its Board of Education, Superintendent, administrators, employees, contractors, agents, and/or volunteers from any and all claims, demands, suits, judgments, losses or expenses of any nature whatsoever (including without limitation, attorneys' fees, costs and disbursements), arising from or out of, or relating to, directly or indirectly, my child's exposure to, or infection with, COVID-19 or arising from or out of, or relating to, directly or indirectly, my child exposing or infecting others with COVID-19.

\_\_\_\_\_  
Parent/Guardian Name

\_\_\_\_\_  
Parent/Guardian Signature

\_\_\_\_\_  
Date