

**TWINSBURG CITY SCHOOL DISTRICT
ASSUMPTION OF RISK, WAIVER OF LIABILITY, INDEMNIFICATION, AND RELEASE OF ALL CLAIMS**

Parent/Guardian Name (Student if 18 years of age or older)

Address City Zip

Phone number(s) Email(s)

| PARTICIPANT | ACTIVITY | GRADE | D.O.B |
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IN CONSIDERATION of the Participant being permitted to utilize the athletic facilities, services, equipment, and/or athletic programs of the TWINSBURG CITY SCHOOL DISTRICT, the parent/guardian on behalf of Participant and/or Participant on behalf of myself (if 18 years of age or older) agrees, represents, acknowledges, and understands as follows:

By signing on the line below, as parent/guardian of the Participant(s) listed above, or signing below for myself as a Participant (if 18 years of age or older) I agree that Participant is personally responsible for his/her safety while using the facilities, equipment, services and programs of TWINSBURG CITY SCHOOL DISTRICT, including the Weight Room, and while participating in, observing and/or attending extracurricular activities and/or programs sponsored or held by the TWINSBURG CITY SCHOOL DISTRICT.

COVID-19 is a respiratory disease that can result in serious illness or death. The virus is **extremely contagious** and is believed to be 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.

Participant affirms he/she is in good health and can participate in all activities and has informed the TWINSBURG CITY SCHOOL DISTRICT of any special considerations or health problems (medications, allergies, etc.) relevant to his/her participation in such activities. Participant agrees to comply with the Ohio Department of Health orders, protocols, and rules, and further agrees to comply with TWINSBURG CITY SCHOOLS BOARD of EDUCATION’S policies, guidelines, protocols, instructions and signage, and OHSAA by-laws, guidelines, policies, protocols and rules, if applicable, including, but not limited to those outlined at <https://coronavirus.ohio.gov/static/responsible/Skills-Training-All%20Sports.pdf>. Because of the contagious nature of COVID-19 and the fact that TWINSBURG CITY SCHOOL DISTRICT facilities, services, and equipment are open for use by other individuals, Participant recognizes that he/she and/or someone in Participant’s household is at higher risk of contracting any illness or communicable disease, including but not limited to COVID-19 as a result of his/her participation in sports and/or utilization of the athletic facilities, services, equipment, and/or athletic programs of the TWINSBURG CITY SCHOOL DISTRICT. Participant also recognizes that the TWINSBURG CITY SCHOOL DISTRICT cannot guarantee that Participant and/or someone in Participant’s household will not become exposed to or infected with COVID-19.

With full awareness and appreciation of the risks involved, I, parent/guardian on behalf of Participant and/or Participant on behalf of myself, agree to release the TWINSBURG CITY SCHOOLS BOARD of EDUCATION, its officers, agents, members, and employees (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 and/or Participant on behalf of myself, 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 TWINSBURG CITY SCHOOL DISTRICT’S facilities, tools, equipment, materials, programs, including the weight room and both on-site and off-site programs affiliated with TWINSBURG CITY SCHOOL DISTRICT 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 Assumption of Risk, Waiver of Liability, Indemnification, and Release of all Claims (“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 and/or utilization of the athletic facilities, services, equipment, and/or athletic programs of the TWINSBURG CITY SCHOOL

DISTRICT; 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 and/or utilization of utilize the athletic facilities, services, equipment, and/or athletic programs of the TWINSBURG CITY SCHOOL DISTRICT.

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 Waiver and Release on Participant's behalf; that I have read and understood its terms; that I am sufficiently informed about the risk involved in using TWINSBURG CITY SCHOOL DISTRICT'S facilities, including those associate 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. I further acknowledge that my child(ren) and I have read and understand the applicable policies, guidelines, protocols, and instructions, including, but not limited to those outlined at <https://coronavirus.ohio.gov/static/responsible/Skills-Training-All%20Sports.pdf>.

Signature of Parent/Guardian: _____ Date: _____

FOR ADULT STUDENT (18 YEARS OF AGE AND OVER) PARTICIPANT:

I state that I am fully competent to sign this Release and Waiver; that I have read and understood its terms; that I am sufficiently informed about the risks involved in using TWINSBURG CITY SCHOOL DISTRICT'S facilities, including those associated with COVID-19; and that I sign this Waiver and Release for full, adequate, and complete consideration fully intending for myself, my family, estate, heirs, administrators, personal representatives, or assigns to be bound by the same. I further acknowledge that I have read and understand the applicable policies, guidelines, protocols, and instructions, including, but not limited to those outlined at <https://coronavirus.ohio.gov/static/responsible/Skills-Training-All%20Sports.pdf>.

Print Name: _____ Signature: _____ Date: _____