

Print Last Name: _____

Release and Waiver of Liability, Assumption of Risks and Indemnity Agreement ("Agreement")

Waiver: In consideration of being permitted to come onto the property and/or to participate in any activity at the property of American Martyrs School and Church (collectively, "American Martyrs"), including the gymnasium, St. Elizabeth Field, and the playground, I, for myself, and for my family, heirs, personal representatives and assigns, do hereby release, waive all liability against, discharge and covenant not to sue American Martyrs; the Archdiocese of Los Angeles; the Roman Catholic Archbishop of Los Angeles, a corporation sole; the owner of the property; Summer Fun Camp at American Martyrs and any and all of their (or any of their) officers, employees, representatives, contractors and agents (collectively, the "American Martyrs-released entities") from liability from any and all claims, actions, suits, causes of actions, costs, expenses, liabilities, and damages including but not limited to those related to personal injury, accidents, or illnesses (including death) and/or property loss arising from, but not limited to, entry onto the property and/or participation in such activity.

Assumption of Risks: I understand and agree that entry onto the property and participation in activities on the property carry with them certain inherent risks that cannot be eliminated regardless of the care taken to avoid such risks, and that I knowingly assume all those risks. The specific risks vary but can include 1) minor injuries such as scratches, bruises, and sprains; 2) major injuries such as eye injury or loss of sight, joint and back injuries, broken bones, heart attacks, and concussions; and 3) catastrophic injuries including paralysis and death.

I have read the paragraphs of this Agreement, and I know, understand, and appreciate these and other risks that are inherent in coming onto the property and/or participating in activities on the property. I hereby state that my participation is voluntary and that I knowingly assume all such risks.

Indemnification and Hold Harmless: I also agree to indemnify and hold harmless the American Martyrs-released entities from any and all claims, actions, suits, causes of actions, costs, expenses, liabilities and damages, including attorneys' fees, which concern, relate to or arise out of any involvement at the property, and any activities at the property, and to reimburse the American Martyrs-related entities for any such expenses incurred.

Severability: I understand and agree that this Agreement is intended to be as broad and inclusive as is permitted by the laws of the State of California and that if any portion of this Agreement is held invalid, the balance of this Agreement shall, notwithstanding, continue in full legal force and effect.

Waiver of Liability Relating to Coronavirus/COVID-19

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is reported to be extremely contagious. The state of medical knowledge is evolving, but the virus is believed to spread via airborne particulates, from person-to-person contact, and/or by contact with contaminated surfaces and objects. People can be infected yet show no symptoms and therefore spread the disease. There is no known treatment or cure for COVID-19, and the virus can cause serious and potentially life-threatening illness and even death.

American Martyrs cannot prevent you or your child(ren) from becoming exposed to, contracting, or spreading COVID-19 while utilizing American Martyrs' premises including the gym. It is not possible to prevent against the presence of the disease. Therefore, if you choose to enter onto or in American Martyrs' premises, including the gym, and utilize them, you may be exposing yourself to and/or increasing your risk of contracting or spreading COVID-19.

ASSUMPTION OF RISK: I have read and understood the above warning concerning COVID-19. I hereby choose to accept the risk of contracting COVID-19 for myself and my children in order to enter and utilize American Martyrs' premises, including the gym. Being able to enter and utilize the premises, including the gym, is of such value to me and my children that I and my children accept the risk of being exposed to, contracting, and/or spreading COVID-19 in order to enter and utilize American Martyrs' premises, including the gym, in person.

WAIVER OF LAWSUIT/LIABILITY: I hereby forever release and waive my right to bring suit against American Martyrs, the Archdiocese of Los Angeles, and any and all of their officers, directors, managers, officials, trustees, agents, employees, or other representatives in connection with anything that concerns or relates to COVID-19, including but not limited to exposure, infection, and/or spread of COVID-19 concerning, relating to, or arising out of the entry onto or in American Martyrs' premises, including the gym, and/or utilizing those premises. I understand that this waiver means I give up my right to bring any all claims including for personal injuries, death, disease, medical expenses, lost income, all manner of damages and property losses, or any other loss, from any and all causes, whether known or unknown, foreseen or unforeseen.

CHOICE OF LAW: I understand and agree that the law of the State of California will apply to this contract.

I HAVE CAREFULLY READ AND FULLY UNDERSTAND ALL PROVISIONS OF THIS RELEASE, AND FREELY AND KNOWINGLY ASSUME THE RISK AND WAIVE MY RIGHTS CONCERNING LIABILITY AS DESCRIBED ABOVE:

Signature: _____
Name (printed): _____

Date: _____

I am the parent or legal guardian of the minor named above. I have the legal right to consent to and, by signing below, I hereby do consent to the terms and conditions of this Release.

Signature : _____
Name (printed): _____

Date: _____