

NOTICE OF RISKS, INFORMED CONSENT, AND WAIVER REGARDING PROGRAM PARTICIPATION DURING COVID-19

Due to the current pandemic health emergency related to the highly contagious novel coronavirus (“COVID-19”), individuals are invited to participate in the **team club practice and games** [*Name of Camp/Program*] (“Program”), sponsored by **AVON CANTON FARMINGTON YOUTH HOCKEY ASSOCIATION** [*Licensee Name*] (“Licensee”), which will be held on the campus located at 500 Old Farms Road, Avon, CT 06001 (the “Facilities”) belonging to Avon Old Farms School (the “School”), only under certain conditions and consistent with all applicable federal and state rules, regulations, orders, guidelines, and guidance from public health officials related to COVID-19. This Notice of Risks, Informed Consent, and Waiver (the “Notice”) relates to individuals’ optional and voluntary participation in the Program, which participation is expected September 2021 through March 2022(Date). The parents or legal guardians (“Parents”) of participating individuals (“Participants”) and the Participant must sign this Notice and return it to the Licensee by start of *Date*.

INFORMATION ABOUT COVID-19

COVID-19 is an illness caused by a virus that can spread from person to person, primarily through respiratory droplets, even among individuals with mild (or no) symptoms or those who do not feel ill. COVID-19 symptoms can range from mild (or no) symptoms to severe illness. Symptoms of COVID-19 may include fever or chills, cough, shortness of breath or difficulty breathing, fatigue, headache, congestion or runny nose, muscle or body aches, sore throat, new loss of smell or taste, nausea or vomiting, and diarrhea. The estimated incubation period is between 2 and 14 days.

COVID-19 is a new disease and there are limited, yet concerning, data and information about the impact of many underlying medical conditions on the risk for severe illness from COVID-19. Severe illness from COVID-19 is defined as that resulting in hospitalization, admission to the intensive care unit (ICU), intubation or mechanical ventilation, or death. Among adults, the risk for severe illness from COVID-19 increases with age, with older adults at highest risk. Additionally, adults of any age with the following conditions **are at increased risk** of severe illness from the virus that causes COVID-19: cancer; chronic kidney disease; COPD; Down Syndrome; certain heart conditions; immunocompromised state from solid organ transplant; obesity and severe obesity; pregnancy; sickle cell disease; smoking; and type 2 diabetes mellitus. Adults of any age with other medical conditions not listed here **might be at increased risk** for severe illness from the virus that causes COVID-19.

While fewer children have been sick with COVID-19 compared to adults, children can be infected with the virus that causes COVID-19, can get sick from COVID-19, and can spread the virus that causes COVID-19 to others. Children, like adults, who have COVID-19 but have mild or no symptoms can still spread the virus to others. Some children can get severely ill from COVID-19 and might require hospitalization, intensive care, or a ventilator to help them breathe. In rare cases, they might die. Babies and children with the following conditions, among others not listed here, might be at increased risk for severe illness: asthma or chronic lung disease; diabetes; genetic, neurologic, or metabolic conditions; sickle cell disease; heart disease since birth; immunosuppression; medical complexity; and obesity.

Importantly, there are now authorized and recommended vaccines to prevent COVID-19, and the **Centers for Disease Control and Prevention (CDC)** recommends getting an authorized COVID-19 vaccine when it is available. However, many people will not have been vaccinated by late spring and summer 2021. In addition, multiple variants of the virus that causes COVID-19 have been documented in the United States during this pandemic. Finally, although COVID-19 vaccines are effective at preventing illness, scientists are still learning how well vaccines prevent people from spreading the virus that causes COVID-19 to others. After exposure, people can be infected with or “carry” the virus that causes COVID-19 but not feel sick or have any symptoms. For this reason, even after vaccination, the CDC recommends that we continue taking precautionary measures to help prevent getting sick as we learn more about how COVID-19 vaccines work in real-world conditions. **The CDC cautions that, in general, the more closely people interact with others and the longer that interaction, the higher the risk of COVID-19 spread. The CDC advises, among other precautionary measures, that everyone two years and older should wear masks in public; stay at least six feet away from others who do not live with them; avoid crowds and poorly ventilated spaces; wash their hands often with soap and water for at least 20 seconds or use a hand sanitizer that contains at least 60% alcohol; cover coughs and sneezes; clean and disinfect frequently touched surfaces daily; monitor their health daily; and stay home and isolate from others when sick. Additional and updated information regarding COVID-19 is available at <https://www.cdc.gov/coronavirus/2019-nCoV/index.html> and <https://portal.ct.gov/Coronavirus>.**

Although the School has required the Licensee to adopt preventative measures consistent with applicable rules, regulations, federal and state orders and guidance, and public health guidance related to COVID-19, the School cannot ensure that Participants and/or their families or others in the Participant’s household will not become infected with COVID-19. Moreover, the School cannot protect against exposure to or infection by COVID-19 that occurs due to the actions, omissions, and/or negligence of others.

INFORMATION ABOUT PROGRAM OPERATION DURING COVID-19

The Program will consist of hockey practices and games by Licensee’s members and their opposing teams (referred to, collectively, as “Program Activities”). The Program and Program Activities are sponsored by the Licensee, NOT by the School. The School has required that the Licensee comply with, and require Participants to comply with, applicable federal, state, and local public health guidance for Program Activities during the COVID-19 pandemic, including but not limited to the implementation of mitigation strategies, such as social distancing, hygiene protocols, and requiring participants to wear masks. However, **because of the nature of the Program Activities and the fact that the Facilities are open for use by other individuals, there is no way to guarantee that individuals will not be exposed to, or become infected by the virus that causes COVID-19, or any other viral or bacterial infection.** In addition, the Connecticut Department of Public Health (DPH) has noted that, because of the environment in which activities take place (e.g., indoors vs. outdoors), community COVID-19 transmission rates, and other factors such as frequency, duration and intensity of contact, certain sports or athletic activities are more likely to promote exposure to the virus that causes COVID-19 through respiratory droplets.

Consistent with public health guidance, Participants will be required to report to the Licensee if they (1) **experience fever or chills, cough, shortness of breath or difficulty breathing, fatigue, headache, congestion or runny nose, muscle or body aches, sore throat, new loss of taste or smell, nausea or vomiting, diarrhea, or** (2) **have knowingly been exposed to a communicable disease such as COVID-19.** In such circumstances, the Participant will not enter the Facilities for at least two weeks after exposure or until the Participant has met other requirements established by public health authorities and communicated by the Licensee. In addition, if the Participant has been exposed to a suspected or positive case of COVID-19 or has tested positive for COVID-19, **the Participant or Participant's Parents will promptly notify by email Licensee through their head coach and Licensee shall notify the School at seeberc@avonoldfarms.com.** The Licensee and/or the School may notify the community at large that a participant in the Program has either been exposed to, or has tested positive for, COVID-19 and the date(s) when such member was at the Facilities. In addition, the Licensee or the School may be required by law, or otherwise believe it is prudent, to notify and/or disclose to the local health district and/or government agency such incident/exposure.

INFORMED CONSENT AND WAIVER

We, _____ [Parents] and _____ [Participant], understand that the Participant has the opportunity to participate in Program Activities. We understand that Program Activities will be provided according to COVID-19 health and safety protocols which are consistent with current applicable health and safety guidance from federal, state, and local authorities. We understand that the choice to have the Participant attend the Program is voluntary. Before the Participant will be permitted to participate in Program Activities, the School requires that we read the information in this Notice (including the information contained in the websites cited above) and sign below to ensure that we are informed of and understand the risks related to COVID-19 associated with participating in the Program Activities.

In signing below, the Parents attest that we are the parent/guardian of the above-named Participant, and the Parents and Participant attest that we have read the Notice and the websites cited herein, and the Parents and Participants are aware of and shall abide by the Program's COVID-19 Protocols. We understand that there is an inherent risk in the Program Activities and that participation involves risks and dangers, which include, without limitation, the potential for serious bodily injury, sickness, disease, permanent disability, paralysis and death, and loss of damage to personal property or equipment, and other undefined, not readily foreseeable and presently unknown risks and dangers, including those related to COVID-19 (collectively, the "Risks"). We also acknowledge that the health and safety risks posed by COVID-19 cannot be completely eliminated, despite the implementation of reasonable and age-appropriate precautions and protocols. We further understand that there are various factors relevant to determining the level of risk of the potential for COVID-19 transmission involved in any sport or athletic activity and singing and that there is increased potential for spread of potentially infectious respiratory droplets among players engaged in repeated face-to-face contact with exertion. We further understand that there may be risks to the Participant associated with adhering to certain mitigation strategies recommended and/or required by public health authorities and required by the Licensee, such as wearing a face covering mask that completely covers the nose and mouth, including during active play. Finally, given the unknown nature of COVID-19, we understand that it is not possible to list each and every specific risk associated with COVID-19 and that the School, the Licensee, and/or public health officials cannot guarantee that any Participant in the Program or other in-person activities will not come into contact with someone infected by COVID-19 and/or contract such illness.

By opting to allow the Participant to participate in the Program, we agree that the Parents and the Participant will abide by any such health and safety protocols that may be required, such as requiring participants to wear face covering masks that completely cover the nose and mouth (including during active play) and adhering to any applicable quarantine periods. We understand that promoting public health is a shared responsibility and that every member of the community must do his/her part to minimize risks.

In consideration for being allowed to participate in the Program, we fully **ASSUME ALL RISKS**, inherent and otherwise, whether or not described above, in connection with the Participant's participation in the Program Activities, and waive the right to initiate and/or pursue in any manner any and all lawsuits and any other claims in any forum against the School, its board of directors, officers, employees, agents, contractors, and/or assigns (the "Released Parties") for any injury or harm connected to the Participant's participation in the Program Activities. These agreements of assumption of risks and waiver do **NOT** apply if (1) the liability, damage, loss or injury is **CAUSED SOLELY BY THE NEGLIGENCE** of the Released Parties and do not include the negligence or any other act or omission by any other person or entity (such as the Participant, the Parents, or other third parties or independent vendors/contractors); or (2) the liability, damage, loss or injury is **CAUSED BY THE RECKLESS, WANTON or INTENTIONAL MISCONDUCT** of a Released Party. These agreements of assumption of risks and waiver will be construed in accordance with Connecticut law.

We have read and understand the notice above and consent to the Participant participating in Program Activities during the spring and/or summer of 2021.

Parent/Legal Guardian signature Date

Parent/Legal Guardian signature Date

Participant signature Date