



COVID-19 Release of Liability Waiver

ASSUMPTION OF RISKS. I understand that while the Delaware Spirit Coaches Association has undertaken reasonable steps to lessen the risk of transmission of COVID-19 in connection with their Services, the Delaware Spirit Coaches Association is not responsible in any manner for any risks related to COVID-19 in connection with the Services. I understand that the World Health Organization has classified the COVID-19 outbreak as a pandemic. I further understand that COVID-19 is a highly contagious and dangerous disease, and that contact with the virus that causes COVID-19 may result in significant personal injury, death or economic hardship in relation to becoming infected. I am fully aware that participation carries with it certain inherent risks related to COVID-19 transmission (“Inherent Risks”) that cannot be eliminated regardless of the care taken to avoid such risks. Inherent Risks may include, but are not limited to, (1) the risk of coming into close contact with individuals or objects that may be carrying COVID-19; (2) the risk of transmitting or contracting COVID-19, directly or indirectly, to or from other individuals; and (3) injuries and complications ranging in severity from minor to catastrophic, including death, resulting directly or indirectly from COVID-19 or the treatment thereof. Further, I understand that the risks of COVID-19 are not fully understood, and that contact with, or transmission of, COVID-19 may result in risks including but not limited to loss, personal injury, sickness, death, damage, and expense, the exact nature of which are not currently ascertainable, and all of which are to be considered Inherent Risks. I hereby voluntarily accept and assume all risk of loss, personal injury, sickness, death, damage, and expense arising from such Inherent Risks. Furthermore, I represent and warrant that I do not suffer from any medical condition or disease that might in any way hinder or prevent me from receiving the Services, including, to my knowledge, COVID-19. This COVID-19 Assumption of Risk, Release, and Waiver of Liability Agreement (“Agreement”) shall be binding on my heirs, executors, administrators, successors, and assigns. I expressly agree that this Agreement is intended to be as broad and inclusive as is permitted by applicable laws, and that if any portion of this Agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect. This Agreement contains the entire understanding of the parties relating to the subject matter, and shall not be altered, modified, amended, waived or supplemented in any manner whatsoever except by a written agreement signed by both parties hereto or their duly authorized representatives. This Agreement may be executed, made and delivered electronically. To the maximum extent permitted by applicable law, I (a) covenant and agree not to elect a trial by jury with respect to any issue arising out of this Agreement or the Services that is triable of right by a jury, and (b) waive any right to trial by jury with respect to such issue to the extent that any such right exists now or in the future. This waiver of right to trial by jury is given knowingly and voluntarily. I have read and understood this Agreement and enter into it voluntarily in consideration of the opportunity to participate in the Services. I acknowledge I am giving up legal rights and/or remedies which may be available to me.

Name: _____ Date: _____ Signature: _____

Assumption of additional risks: Considering the aforementioned inherent risks and their potential impact I further consent to my athlete being involved in activities that do not strictly adhere to physical distancing recommendations as established by the CDC and WHO. I understand that the Delaware Spirit Coaches Association will take all possible steps to limit the potential for transmission or spread of COVID-19 to include but not limited to the required wearing of masks according to the guidelines by the Governor of DE, sanitation and other protective measures.

Name: _____ Date: _____ Signature: _____