

**ASSUMPTION OF RISK, RELEASE AND WAIVER OF LIABILITY, AND
INDEMNITY AGREEMENT RELATING TO COVID-19**

Captain First & Last Name * _____

Partner First & Last Name* _____

IN CONSIDERATION for being permitted to participate in any events held by the Walleye Alliance, Inc. (hereinafter referred to as "WA") and/or for my child, if applicable, listed above to participate, use equipment or act as a spectator during any program affiliated with WA, the undersigned, on behalf of himself or herself and such participating children (hereinafter referred to as "the undersigned") hereby acknowledges, agrees and represents that he or she has carefully considered WA's events and finds and accepts them as being safe and reasonably suited for use or participation.

The undersigned acknowledges that COVID-19 infections have been confirmed throughout the United States, including several cases in Minnesota. In accordance with the most recent guidance issued by the World Health Organization (WHO), the Centers for Disease Control and Prevention (CDC), and the Minnesota Department of Health for slowing the transmission of COVID-19, the undersigned hereby agrees, represents, and warrants that neither the undersigned nor such participating children shall participate in the programs of WA if he or she (i) experiences symptoms of COVID-19, including, without limitation, fever, cough, loss of sense of taste or smell, or shortness of breath, (ii) has a suspected or diagnosed/confirmed case of COVID-19, or (iii) has exposure to any person who has a suspected or diagnosed/confirmed case of COVID-19. The undersigned agrees to notify WA immediately if he or she believes that any of the foregoing restrictions may apply.

The undersigned acknowledges and agrees that WA has taken certain steps to implement protocols for slowing the transmission of COVID-19, and that WA may revise its procedures at any time based on updated recommended guidance issued by public health agencies. The undersigned agrees to comply with WA's revised procedures prior to participating in the events held by WA, and further acknowledges and agrees that, due to the nature of the events held by WA, social distancing of 6 feet per person among children and their fellow participants or others is not always possible. The undersigned fully understands and appreciates both the known and potential dangers of participating in the events and/or utilizing the equipment of WA and acknowledges that despite WA's reasonable efforts to mitigate such dangers, exposure to COVID-19 may occur, which could result in quarantine requirements, serious illness, disability, and/or death.

In further consideration of being permitted to participate in WA's events, THE UNDERSIGNED HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE WA or any of their respective members, officials, directors, officers, employees, volunteers, agents, or any of the fellow participants or their family members or guests from all liability, loss, damage, claim or demand related to property damage or any injury, illness or death of the undersigned, his/her minor children (or any person who may contract COVID-19, directly or indirectly, from the undersigned or such participating children) whether caused by the negligence, active or passive, of WA or otherwise while the undersigned or such participating children are using the equipment or participating in any event affiliated with WA. Nothing in this agreement should be construed as releasing, discharging, or waiving any claims the undersigned may have for conduct that constitutes greater than ordinary negligence.

THE UNDERSIGNED HEREBY AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS WA and any of its members, officials, directors, officers, employees, volunteers and agents, from any loss, liability, damages or costs they may incur, whether caused by WA's negligence, active or passive, or otherwise while the undersigned or any participating child is participating in any event of WA or using any equipment affiliated with WA. The undersigned understands and agrees that WA is not required to provide insurance to cover the undersigned or such participating children in the event they suffer illness, injury, death, property loss, theft or damage of any sort. The undersigned agrees and acknowledges that use of WA equipment and participation in WA events may involve inherent danger and risk, including, without limitation, the risk of physical illness or injury, death, or property damage.

THE UNDERSIGNED HEREBY ASSUMES FULL RESPONSIBILITY FOR, AND RISK OF ILLNESS, BODILY INJURY, DEATH OR PROPERTY DAMAGE to the undersigned or such participating children due to negligence, active or passive, or otherwise while using the equipment and/or while participating in or observing any event affiliated with WA. THE UNDERSIGNED further expressly agrees that this agreement is permitted by the laws of Minnesota and that if any portion is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

I HAVE CAREFULLY READ AND VOLUNTARILY SIGN THIS ASSUMPTION OF RISK, RELEASE AND WAIVER OF LIABILITY, AND INDEMNITY AGREEMENT AND FURTHER AGREE THAT NO ORAL REPRESENTATIONS, STATEMENTS, OR INDUCEMENT APART FROM THE FOREGOING WRITTEN AGREEMENT HAVE BEEN MADE. I AM AWARE THAT I AM GIVING UP LEGAL RIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES FROM WA IN CASE OF ILLNESS, INJURY, DEATH OR PROPERTY LOSS OR DAMAGE, INCLUDING EXPOSURE TO COVID-19 AND ANY ILLNESS, INJURY OR DEATH RESULTING THEREFROM. I UNDERSTAND THAT THIS DOCUMENT IS A PROMISE NOT TO SUE AND A RELEASE OF AND INDEMNIFICATION FOR ALL CLAIMS.

IF SIGNING ON BEHALF OF MINORS: This is to certify that I understand that this agreement is made on behalf of my minor child(ren) and/or legal ward(s). I represent and warrant to WA that I have full authority to sign this agreement on behalf of such minor(s). As a parent/guardian with legal responsibility for this participant, I have read and explained the provisions in this agreement to my child/ward including the risks of presence and participation and his/her personal responsibilities for adhering to the rules and guidelines for protection against COVID-19. My child/ward understands and accepts these risks and responsibilities and I, my spouse, and child/ward have read and understand the terms of this agreement and agree to its terms.

CAPTAIN SIGNATURE: _____ **DATE:** _____

PARTNER SIGNATURE: _____ **DATE:** _____
