

# **Waiver of Liability Form**

## **Assumption of the Risk and 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 extremely contagious and is believed to spread mainly from person-to-person contact. As a result, federal, state, and local governments and federal and state health agencies recommend social distancing and have, in many locations, prohibited the congregation of groups of people. The BettPlex LLC (known as the *TBK Bank Sports Complex*) has put in place preventative measures to reduce the spread of COVID-19; however, cannot guarantee that you will not become infected with COVID-19. Further, attending any program or activity at the *TBK Bank Sports Complex (including High 5 Lanes & Games and Level II Fitness)* could increase your risk of contracting COVID-19.

By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that I may be exposed to or infected by COVID-19 while attending the *TBK Bank Sports Complex* and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 at the *TBK Bank Sports Complex* may result from the actions, omissions, or negligence of myself and others, including, but not limited to, *TBK Bank Sport Complex* employees, volunteers, and program participants and their families.

I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to myself (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I may experience or incur in connection with my attendance at the *TBK Bank Sports Complex* or (“Claims”). On my behalf, I hereby release, covenant not to sue, discharge, and hold harmless the *TBK Bank Sports Complex*, its employees, agents, and representatives, of and from the Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of the *TBK Bank Sports Complex*, its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after attending any *TBK Bank Sports Complex* program or activity.

_____	_____	_____	_____
Participant’s Signature	Date	Participant’s Printed Name (Please print legibly)	Age

PARENTAL CONSENT: I am the minor’s parent or guardian named above and I understand the nature of the Waiver of Liability above and verify and consent to the minor attending the *TBK Bank Sports Complex*. On the minor’s behalf, I hereby release, covenant not to sue, discharge, and hold harmless the *TBK Bank Sports Complex*, its employees, agents, and representatives, of and from the Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. On behalf of the minor, I understand and agree that this release includes any Claims based on the actions, omissions, or negligence of the *TBK Bank Sports Complex*, its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after attending in any *TBK Bank Sports Complex* program or activity.

_____	_____
Parent/Guardian Signature Date (If under age 18, Parent/Guardian must sign)	Printed Name of Parent/Guardian