

**HOLD HARMLESS WAIVER/RELEASE FOR COMMUNICABLE DISEASES INCLUDING 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.*

*USA Badminton and the Shannon Pohl Badminton Academy has put in place preventative measures to reduce the spread of COVID-19; however, USA Badminton and the Shannon Pohl Badminton Academy cannot guarantee that you or your child(ren) will not become infected with COVID-19. Further, attending the Shannon Pohl Badminton Academy could increase your risk and your child(ren)'s risk of contracting COVID-19.*

It is my intent as a participant or player at the Shannon Pohl Badminton Academy, while participating during activities including any pre-game or post-game activities that I am agreeable to the following:

I acknowledge that I am aware that there are risks to me of exposure to directly or indirectly arising out of, contributed to, by, or resulting from an outbreak of any and all communicable disease, including but not limited to, the virus "severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2)", which is responsible for COVID-19 and/or any mutation or variation thereof;

**IN CONSIDERATION OF HAVING THE OPPORTUNITY TO PARTICIPATE AT THE SHANNON POHL BADMINTON ACADEMY, AND IN ACKNOWLEDGING THAT I HAVE READ THIS HOLD HARMLESS WAIVER AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY, VOLUNTARILY, KNOWINGLY AND WILLINGLY WITHOUT ANY INDUCEMENT.**

By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that my child(ren) and I may be exposed to or infected by COVID-19 by attending the Shannon Pohl Badminton Academy 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 Shannon Pohl Badminton Academy may result from the actions, omissions, or negligence of myself and others, including, but not limited to, Shannon Pohl Badminton Academy employees, volunteers, and program participants and their families.

I hereby voluntarily agree to assume all of the foregoing risks, hold harmless, and indemnify USA Badminton and its trustees, agents, volunteers and employees from any and all claims, demands, damages and causes of action of any nature whatsoever arising out of ordinary negligence which I, my heirs, my assigns or successors may have against them for, on account of, or by reason of my participation in the above activities. I also accept sole responsibility for any injury to my child(ren) or myself (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I or my child(ren) may experience or incur in connection with my child(ren)'s attendance at Shannon Pohl Badminton Academy ("Claims"). On my behalf, and on behalf of my child(ren), I hereby release, covenant not to sue, discharge, and hold harmless both USA Badminton and Shannon Pohl Badminton Academy, their 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 USA Badminton and/or Shannon Pohl Badminton Academy and its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation.

This Agreement shall be governed by, and construed in accordance with, the laws of the State of Illinois.

Name of participant: \_\_\_\_\_

Participant signature: \_\_\_\_\_

Date signed: \_\_\_\_\_

**FOR PARTICIPANTS OF MINORITY AGE (UNDER AGE 18 AT THE TIME OF REGISTRATION)**

This is to certify that I, as parent/guardian, with legal responsibility for this participant, have read and explained the provisions in this waiver/release to my child/ward including the risks of presence and participation and his/her personal responsibilities for adhering to the rules and regulations for protection against communicable diseases. Furthermore, my child/ward understands and accepts these risks and responsibilities. I for myself, my spouse, and child/ward do consent and agree to his/her release provided above and agree to indemnify and hold harmless USA Badminton and Shannon Pohl Badminton Academy for any and all liabilities incident to my minor child's/ward's presence or participation in these activities as provided above, EVEN IF ARISING FROM THEIR NEGLIGENCE, to the fullest extent provided by law.

Name of parent/guardian: \_\_\_\_\_

Parent guardian/signature: \_\_\_\_\_

Date signed: \_\_\_\_\_