

**Cedar Springs Public Schools
Athletics Participation Risk Acknowledgement,
Release, and Waiver of Liability Agreement**

The Cedar Springs Public Schools ("District") will allow eligible students to participate in organized team and individual athletic activities ("Athletics") for the 2020-2021 school year, consistent with recently signed Executive Orders and guidelines and regulations from the Michigan High School Athletic Association ("MHSAA").

The COVID-19 pandemic creates unique risks for student athletes. Athletics may include both indoor and outdoor activities and group gatherings. Student athletes will come into contact with others who may have been exposed to COVID-19. Student athletes may also come into contact with surfaces and items, including locker rooms, equipment, and playing fields both within and outside the District's boundaries and control on which the COVID-19 virus is present. Participating in Athletics may increase the risk of COVID-19 exposure.

The District will endeavor to follow COVID-19 safety precautions contained in applicable Executive Orders, local health department directives, and MHSAA guidelines and regulations. Nevertheless, the District and its athletic program cannot prevent student athletes from possibly being exposed to, contracting, or spreading COVID-19.

Additionally, Athletics includes inherent safety risks due to physical exertion, physical contact, weather, heat, natural disasters, acts of God, and the intentional and negligent acts of third parties.

Participation in Athletics is voluntary. No student will be penalized for not participating.

This Agreement constitutes notice to student athletes and, for minors, their parents/guardians, of the risks associated with Athletics participation, including, without limitation, the risk of property damage, injury, illness, and death, and, in particular, the risk of being exposed to or contracting COVID-19.

The District disclaims all liability, on its own behalf and on behalf of its employees, agents, volunteers, coaches, Board of Education, and individual Board of Education members, for damage of any kind arising out of a person's Athletics participation.

By signing this Agreement, you understand and agree that the District (which for purposes of this Agreement includes the District's employees, agents, volunteers, coaches, Board of Education, and individual Board of Education members) is not liable for any loss, property damage, injury, illness, or death that occurs to you or to your child/ward even if such loss, property damage, injury, illness, or death (including related to COVID-19) is caused by the District's negligence. You further agree to indemnify and hold the District harmless for any damage or loss, including any actual attorney fees that the District incurs or that are incurred on the District's behalf, related to your participation in Athletics and, for minors, related to your child's/ward's participation in Athletics.

For Student Athletes Ages 18 and Over

By signing this Agreement, you agree that:

- 1) You understand the risks of Athletics participation, including those risks related to COVID-19;
- 2) You understand that Athletics participation is not required and that you will not be penalized if you choose not to participate;
- 3) Despite the risks described above, you have voluntarily and freely decided to participate in Athletics;
- 4) You will follow all COVID-19 related rules and expectations for Athletics, including those related to self-screenings, testing, face coverings, hygiene, and social distancing. You will promptly leave any Athletics practice, activity, or event if you show signs or symptoms of illness;

- 5) You may be temporarily suspended from Athletics at the District's discretion during any period of quarantine, and the District may temporarily or permanently suspend Athletics or a particular athletic event or program if the District determines, in its sole discretion, that doing so is in the District's best interests or in the interest of public health;
- 6) You have had an opportunity to consult with a health care provider of your choice and after such consultation or after declining to engage in such consultation, you have determined that participating in Athletics is advisable based on your unique circumstances and you are or will be sufficiently conditioned and physically able to participate in Athletics before actually participating in Athletics;
- 7) You will indemnify, release, and forever hold the District harmless from any and all claims or damages, including attorney's fees, resulting from your participation in Athletics;
- 8) You will indemnify and hold the District harmless from any and all claims brought by third parties on your behalf for damages, injuries, liabilities, and losses, including actual attorney's fees, resulting from your participation in Athletics;
- 9) All terms in this Agreement, whether enumerated or contained in the preamble, are final and binding; and
- 10) You have read the terms of this Agreement, you understand the terms, and you freely and without duress agree to be bound by the terms.

For Minors (To Be Signed by Parent/Guardian)

By signing this Agreement, you agree that:

- 1) You understand the risks of Athletics participation, including those risks related to COVID-19, and you have explained those risks to your child/ward;
- 2) You understand that Athletics participation is not required and that your child/ward will not be penalized for not participating;
- 3) Despite the risks described above, you and your child/ward have voluntarily and freely decided that your child/ward will participate in Athletics;
- 4) You and your child/ward will follow all COVID-19 related rules and expectations for Athletics, including those related to self-screenings, testing, face coverings, hygiene, and social distancing. You authorize the District to take your child's/ward's temperature at Athletics practices, activities, and events. If notified, you will promptly retrieve your child/ward, or arrange to have your child/ward retrieved, from an Athletics practice, activity, or event;
- 5) Your child/ward may be temporarily suspended from Athletics at the District's discretion during any period of quarantine;
- 6) The District may temporarily or permanently suspend Athletics or a particular athletic event or program if the District determines, in its sole discretion, that doing so is in the District's best interests or in the interest of public health;
- 7) You and your child/ward have had an opportunity to consult with a health care provider of your choice and after such consultation or after declining to engage in such consultation, you have determined that participating in Athletics is advisable based on your child's/ward's unique circumstances and your child/ward is or will be sufficiently conditioned and physically able to participate in Athletics before actually participating in Athletics;
- 8) You will indemnify, release, and forever hold the District harmless from any and all claims or damages, including attorney's fees, resulting from your child's/ward's participation in Athletics;

- 9) You will indemnify and forever hold the District harmless from any and all claims brought by third parties on behalf of your child/ward for damages, injuries, liabilities, and losses, including actual attorney's fees, resulting from your child's/ward's participation in Athletics;
- 10) You will not pursue any claims on your own behalf or on behalf of your child/ward, in any forum, seeking damages or any other relief, including actual attorney's fees, related to your child's/ward's participation in Athletics;
- 11) You will reimburse the District for any costs incurred by the District, including damages and actual attorney's fees, if you pursue a claim or cause of action on your own behalf or on behalf of your child/ward, or if any third party pursues such a claim on your behalf or on behalf of your child/ward, that was waived or released pursuant to this Agreement;
- 12) All terms in this Agreement, whether enumerated or contained in the preamble, are final and binding; and
- 13) You have read the terms of this Agreement, you understand the terms, and you freely and without duress agree that you and your child/ward will be bound by them.

Student athlete's name (PRINT)

Participant's Signature
(if 18 or over)

Parent/Guardian Signature
(if participant is a minor)

Date