



## **ATHLETIC PROGRAMS** **PARTICIPATION RELEASE AND WAIVER**

By its very nature athletics can put students in situations in which serious catastrophic and perhaps fatal accidents and injuries could occur. The risk of injury from athletic activities (including, without limitation, events/games, conditioning, and training) and the transportation associated with such activities is significant. Students and parents/guardians must assess the risks involved in such participation and make their choice whether to participate despite those risks.

I/We understand that reasonable precautions are taken to ensure that the Greater Miami Hebrew Academy ("School")'s athletic programs and activities are conducted by qualified personnel in a safe and responsible manner. However, I/we understand that no amount of instruction, precaution, equipment, personal discipline, or supervision will eliminate all risk of injury or death. In addition, I/We are aware that the novel coronavirus, known as Coronavirus Disease 2019 (COVID-19), which causes respiratory illness in people, has spread globally, including the United States. COVID-19 is **extremely contagious**. The World Health Organization has declared COVID-19 to be a worldwide pandemic. While I/we understand that the School will follow federal, state and local standards of conduct and has put in place reasonable preventative measures to reduce the spread of COVID-19 at the School's Athletic Programs, I/we acknowledge that due to the nature of COVID-19 and its prevalence, the School cannot guarantee that I/we or our child will not become exposed to or infected with COVID-19. Further, I/we understand that participation in athletic sports – as a person-to-person OR group activity – could increase my/our risk, my/our households' risk, and my/our child's risk of contracting COVID-19 and I/we assume such risk on behalf of ourselves, our household, and our child.

In CONSIDERATION of your child (the "Participant") being allowed to participate in any way in the Greater Miami Hebrew Academy ("School")'s, including, without limitation, participating in, competing and/or observing events/games, conditioning, and training on and off School property, riding in School provided transportation, or using any athletic equipment (collectively the "Program"), and understanding and acknowledging that the School is a non-profit educational institution, I/we, the parent(s) and/or legal guardian(s) of the Participant, jointly and severally, and intending to legally bind ourselves and the Participant (collectively the "Releasers"), do hereby waive, release and discharge, and promise not to sue, the School, and its officers, directors, trustees, employees, staff, volunteers, and supervisors and their successors and assigns (collectively the "Released Parties") from any and all liability and/or claims, suits, damages, injury, disability, death, costs and expenses (collectively the "Claims") relating to, associated with, or arising from the Program whether on or off School property, including without limitation all Claims associated with COVID-19.

My/Our release, waiver, discharge and promise not to sue the Released Parties extends to all Claims, whether arising before, during or after Participant's participation in the Program, whether described in this Waiver and Release or not, and whether caused by the sole or joint negligence, gross negligence, or tortious act or omission of the Released Parties, or any of them, or any third party. I/We understand that this Release and Waiver extends to the Released Parties own negligence, including, without limitation, their own negligent action and/or inaction in regard to protection against the COVID-19 virus. However, this Release and Waiver does not apply to the willful misconduct of the Released Parties. The Releasers hereby knowingly and voluntarily waive, to the fullest extent permitted by law, the benefits of any statute, law, rule, or common law which may limit the scope of this Release and Waiver.

This Release and Waiver does not release and is not intended to release any claims Releasers may have against any person and/or party other than the Released Parties.

If any part of this Release and Waiver, or if the whole Release and Waiver is found to be invalid, unenforceable, or void, for any reason, then the Releasers acknowledge and agree that the Released Parties' entire liability to the Releasers or any other person shall never, under any circumstances, be more than any applicable insurance limits, even if one or more of the Released Parties was negligent or grossly negligent. In addition, the Releasers acknowledge that none of the Released Parties shall ever be liable to any person for special, incidental, consequential, or punitive damages or for any indirect damages such as, but not limited to, exemplary damages or lost earnings, lost revenues or loss of consortium, or companionship (even if the Released Parties have been advised of the possibility of such damages) whether based upon statute, contract, tort, negligence, strict liability, or otherwise.

I/We am/are aware that the Program involves physical sport activities, which can include physical contact between players, as well as the use of equipment, failure of equipment, variation in terrain (such as holes, depressions, loose gravel, rocks, and so on), all of which may result in serious accidents or injuries (such as sprained or twisted joints, bruises, scrapes, cuts, lacerations, puncture wounds, bone fractures and injuries sustained in falls), strenuous physical exertion, exposure to outside elements, and numerous other exposures to risk of injury or illness. The risk of injury or illness (including, without limitation, during attendance at the Program and participation in games, practice, conditioning, training and transportation associated with Program activities) is significant, including, without limitation, risk of permanent paralysis, concussion, brain injury, heat stroke, heat exhaustion, dehydration, other serious physical or mental impairment, and death.

I/We acknowledge and understand that the circumstances regarding COVID-19 are changing from day to day and that accordingly, CDC guidance is regularly modified and updated, and I/we accept full responsibility for familiarizing myself/ourselves with the most recent updates, as well as the changing conditions in my/our community, and all state and local orders. I/We understand and acknowledge that I/we have an obligation to monitor Participant for symptoms of illness and to not permit Participant to engage in Program activities if Participant is experiencing any symptoms of illness, including without limitation, those associated with COVID-19, such as fever, sore throat, shortness of breath, chills, muscle pain, new loss of taste or smell, gastrointestinal symptoms (like nausea, vomiting, or diarrhea), and

cough. In addition, if Participant is experiencing any symptoms of illness once at a Program activity, the School will contact me/us to come and pick up Participant.

I/we acknowledge and understand that because Participant is engaging in a contact sport, Participant will necessarily come into bodily contact with players. By granting permission to Participant to participate in the Program, I/we agree that during the duration of the Program's season and for up to two (2) week after the Program's season concludes: (1) Participant and any other student of the School who lives in the same household as Participant ("siblings") will be required to engage in distance learning; and (2) I/we, Participant, and siblings will not be permitted on School property at any time; provided, however, that Participant and I/we are permitted on School property at the hours and locations designated by the School necessary for Participant to participate in the Program. I/we further agree that if Participant or any member of Participant's household tests positive for COVID-19 or is experiencing any symptoms of illness associated with COVID-19, I/we will immediately inform the School and Participant will abstain from participating in the Program in accordance with CDC guidelines. Once the Program's season ends, Participant and siblings will be permitted to resume in-person learning if: (1) it is consistent with CDC guidelines; and (2) the School receives proof from a medical provider that Participant and all members of the household have tested negative for COVID-19, or if two weeks have passed and the Participant and all members of the household do not show any symptoms of the virus.

By granting permission to Participant to participate in the Program and in signing this Release and Waiver, I/we acknowledge and agree that: (1) I/we are aware of and understand fully the risk to the Participant personally and to the Participant's property, which may result in Participant's serious or permanent bodily injury or death, and I/we understand that the risk to the Participant can be a consequence not only of the Participant's acts or omissions, but also of the actions or negligence of the School (including coaches, staff, employees, volunteers, agents, representatives or any other of the Released Parties), other participating athletes or adults, independent contractors or third parties, or transportation and equipment; (2) I/we are responsible for requesting any additional information we need to determine whether the Participant will participate in the Program; and (3) the School's coaches and staff has been available to answer questions about the nature and demands of the Program.

I/We and Participant agree that Participant has a responsibility to help reduce the chance of accidents and injuries. I/We and Participant agree that Participant will comply with all techniques, rules, directives, and regulations and standard and customary terms for participation. If, however, Participant observes any unusual or significant hazards during participation or experiences any physical problem, Participant will remove himself/herself from participation and bring such to the attention of the nearest coach or official immediately. In addition, I/we and Participant agree that Participant shall inspect daily all equipment used, properly utilize all equipment worn or used, and refrain from improper uses.

I/We understand that the above description of the inherent risks of the Program is not complete and that other unknown or unanticipated risks may result in the Participant's injury or death. I/We agree that the Participant's participation in the Program is purely voluntary. I/We agree that if Participant does not feel capable or competent, then Participant will refrain from the activity. Each of the Releasers are aware of and assume full, sole, and complete responsibility for ALL RISKS, inherent and otherwise, known and unknown, whether or not described in this

Participation Release and Waiver, including, without limitation, risks of, slip, trip, and fall, physical or psychological injury, pain, suffering, concussion, brain injury, illness, disfigurement, temporary or permanent disability (including paralysis), economic or emotional loss, death, and/or property damage resulting from, in connection with, or in any way related to, Participant's participation in the Program.

I/We acknowledge that I/we have read and discussed with each other this Participation Release and Waiver and the Program, including, without limitation, the inherent risks of the Program and the Participant understands the activities and risks and, with our consent, voluntarily chooses to participate in the Program.

I/We represent and warrant to the Released Parties, that Participant has no medical condition (physical or mental) which would or could impact on the Released Parties allowing Participant to participate in the Program and that the Participant is physically able to participate in the Program.

Furthermore, by signing below I/we acknowledge that I/we have received the opportunity (and been strongly encouraged) to review this Participation Release and Waiver with an attorney, that I/we have carefully read and fully understand the contents of this Participation Release and Waiver, that I/we are giving up substantive legal rights (both Participant's and our own, and any other person living in our household, as well as the rights of all other Releasors), and that I/we have not been induced to sign this Participation Release and Wavier by any promise or representation and sign it freely and voluntarily, intending and agreeing to be fully bound by the terms hereof.