



~OFFICE USE ONLY ~

LAST NAME: _____

Assumption of the Risk & Waiver of Liability Relating to COVID-19

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the WHO. 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, restricted the congregation of groups of people.

The Ann Arbor Ice Cube (the Cube) has put in place preventative measures to reduce the spread of COVID-19; however, the Cube cannot guarantee that you will not become infected with COVID-19. Further, attendance and participation in activities at the Cube could increase your risk and/or your child(ren)'s risk of contracting COVID-19.

PLEASE READ CAREFULLY BEFORE SIGNING

- 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 by attending or participating; 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 may result from the actions, omissions, or negligence of myself and others, including, but not limited to, the Cube, its managers, directors, officers, members, agents, representatives, attorneys, staff, volunteers, affiliates, lessees, occupants, tenants, employees, coaches, contractors, volunteers, program participants and their families, heirs, representatives, predecessors, successors and assigns (each considered one of the "Releasees" hereinafter).
- 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, illness, disability, and death, damage, loss, claim, liability, or expense, of any kind, that I may experience or incur as a result of possible exposure to or infection from COVID-19 in connection with my attendance or participation at the Cube. On my behalf, I hereby release, covenant not to sue, discharge, and hold harmless, 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 and all claims based on the actions, omissions, or negligence of, the Cube, its managers, directors, officers, members, agents, representatives, attorneys, staff, volunteers, affiliates, occupants, tenants, employees, coaches, contractors, volunteers, program participants and their families, heirs, representatives, predecessors, successors and assigns, whether a COVID-19 infection occurs before, during, or after attendance or participation at the Cube.
- I represent that I have adequate insurance to cover any injury or illness I may suffer or cause while attending or participating in this activity, or else I agree to bear the costs of such injury or illness myself. I further represent that I have no medical or physical condition or risk factor which could interfere with my safety in this activity, or else I am willing to assume and bear the costs of all risks that may be created, directly or indirectly, by any such condition or risk factor.
- I agree that this Authorization and Waiver shall be governed by and construed in accordance with the laws of the State of Michigan. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.



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- By signing this document, I agree that if I am exposed or infected by COVID-19 during my participation in this activity, then I may be found by a court of law to have waived my right to maintain a lawsuit against the parties being released on the basis of any claim for negligence.
- I have had sufficient time to read this entire document and, should I choose to do so, consult with legal counsel prior to signing. Also, I understand that this activity might not be made available to me or that the cost to engage in this activity would be significantly greater if I were to choose not to sign this release, and agree that the opportunity to participate at the stated cost in return for the execution of this release is a reasonable bargain. I have read and understood this document and I agree to be bound by its terms.
- I have signed a separate general waiver of liability connected to my participation at the Cube, I agree that the terms of that waiver are wholly incorporated into this document and that the terms of this document are incorporated into the separate general waiver.
- *I agree that I will abide by the hygiene rules established by the Cube; practice safe social distancing rules as recommended by federal and state health agencies; and report symptoms, suspected or confirmed infection, or suspected exposure, and to allow sharing of that with teammates as part of contact tracing.*

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

 PARTICIPANT NAME - **PLEASE PRINT**

 PARTICIPANT SIGNATURE

 DATE SIGNED

 AGE

**PARENT OR GUARDIAN ADDITIONAL AGREEMENT
 (Must be completed for participants under the age of 18)**

In consideration of _____(PRINT minor's names) being permitted to attend or participate in this activity, I further agree to indemnify and hold harmless Releasees from any claims alleging negligence that the minor may experience or incur as a result of possible exposure to or infection from COVID-19, which are brought by or on behalf of the minor or are in any way connected with such attendance or participation by the minor in an activity at the Cube.

Parent or Guardian _____ Print Name _____ Date. _____