



### **Assumption of Risk and Waiver of Liability Related 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. The Northern Middlesex YMCA has put in place preventative measures to reduce the spread of COVID-19; however, the Northern Middlesex YMCA cannot guarantee you will not become infected with COVID-19. Participation in our programs may 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 by participation in programs offered by the Northern Middlesex YMCA, 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 Northern Middlesex YMCA may result from the actions, omissions, or negligence of myself and others, including, but not limited to, the Northern Middlesex YMCA employees, volunteers, and program participants and/or 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 participation at the Northern Middlesex YMCA.

In consideration of participating in the programs offered by the Northern Middlesex YMCA, and on my behalf, and my legal representatives, successors, heirs and assign, I hereby release, covenant not to sue, discharge, and hold harmless the Northern Middlesex YMCA 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 Northern Middlesex YMCA, its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation at the Northern Middlesex YMCA.

I represent that I have adequate health and/or disability insurance to cover any injury or illness I may suffer or cause while 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 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.

In the event that I file a lawsuit, I agree to do so in the state where the Northern Middlesex YMCA is located, and I further agree that the substantive law of that state shall apply. 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.

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 herein. 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 would not be made available to me 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.

If I have signed a separate general waiver of liability connected to my participation at the Northern Middlesex YMCA, 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.

People who are 65 years and older and people of any age who have serious underlying medical conditions or are at higher risk for severe illness from COVID-19 are recommended to stay at home. A list of medical conditions associated with a higher risk for severe illness from COVID-19 can be found in [CDC's guidance](#). Individuals and families should consult their healthcare provider to determine whether they have medical conditions that place them at risk. Staff and children living in households with individuals who are 65 years and older OR have higher risk for severe illness from COVID-19 are recommended to stay home.

I agree that I will practice safe social distancing and clean hygiene during my participation at the Northern Middlesex YMCA.

Print Name \_\_\_\_\_

Sign Name \_\_\_\_\_

Date \_\_\_\_\_

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

In consideration of the minor associated with this account being permitted to participate in this activity, I further agree to indemnify and hold harmless releases from any claims alleging negligence which are brought by or on behalf of minor or are in any way connected with such participation by minor.

Name of Minor \_\_\_\_\_

Parent / Guardian Name \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_