

**ASSUMPTION OF RISK, RELEASE AND WAIVER OF LIABILITY, AND INDEMNITY AGREEMENT RELATING TO
COVID-19 EXPOSURE, COVID-19 LIABILITY, AND COVID-19 RISKS**

The persons to whom this Agreement applies are, as follows:

Minor Participant Name(s):

Participant Age(s):

Printed Name of Participant's Parent or Legal Guardian:

IN CONSIDERATION for myself and/or my children listed above being permitted to utilize the services, utilize the affiliated facilities and/or participate in the programs of Jeffco Sports Cooperative, herein called "JSC", a Colorado nonprofit corporation, including, but not limited to, observation or use of facilities or equipment, or participation in or acting as a spectator during any program affiliated with JSC, the undersigned, on behalf of themselves and such participating children and any personal representatives, heirs, and assigns (hereinafter referred to as "the undersigned") hereby acknowledges, agrees and represents that they have inspected and carefully considered such premises, equipment, and affiliated facilities and have considered the JSC's programs and that the undersigned finds and accepts same as being sufficiently safe and reasonably suited for the use or participation by the undersigned and such participating children.

In addition, the undersigned acknowledges that novel coronavirus ("COVID-19") infections have been confirmed throughout the United States, including cases locally in Colorado. In accordance with the most recent guidance and recommendations issued by the World Health Organization (WHO), the Centers for Disease Control and Prevention (CDC), Colorado Department of Public Health and Environment for slowing the transmission of COVID-19, the undersigned hereby agrees, represents, and warrants that neither the undersigned nor such participating children shall visit or utilize the affiliated facilities, services, and/or programs of JSC within 14 days after (i) returning from highly impacted areas subject to a CDC Level 3 Travel Health Notice, (ii) exposure to any person returning from areas subject to a CDC Level 3 Travel Health Notice, or (iii) exposure to any person who has a suspected or confirmed case of COVID-19. The undersigned hereby agrees, represents, and warrants that neither the undersigned nor such participating children shall participate in, visit or utilize the affiliated facilities, services, and/or programs of JSC if he or she (i) experiences symptoms of COVID-19, including, without limitation, fever, cough, loss of sense of taste or smell, or shortness of breath, or (ii) has a suspected or diagnosed/confirmed case of COVID-19. The undersigned agrees to notify JSC immediately if they believe that any of the foregoing access/use restrictions may apply.

JSC has taken certain steps to implement certain recommended guidance and recommendations issued by public health agencies for slowing the transmission of COVID-19, including, without limitation, the access/use restrictions set forth above. The undersigned acknowledges and agrees that JSC may revise its procedures at any time based on updated recommended guidance issued by public health agencies and further agrees to comply with JSC's revised procedures prior to utilizing the affiliated facilities, services, and/or prior to participating in any program. The undersigned further acknowledges and agrees that, due to the nature of the affiliated facilities, services, and programs offered by JSC, social distancing of 6 feet per person among children and their fellow participants or others is not always possible. The undersigned fully understands and appreciates both the known and potential dangers of participating in the programs and/or utilizing the facilities and services of JSC and acknowledges that use thereof by the undersigned and/or such participating children may, despite JSC's prudent and reasonable efforts to mitigate such dangers, result in exposure to COVID-19, which could result in quarantine requirements, serious illness, disability, and/or death.

IN FURTHER CONSIDERATION OF BEING PERMITTED TO PARTICIPATE IN JSC's PROGRAMS, THE UNDERSIGNED HEREBY AGREES TO THE FOLLOWING:

THE UNDERSIGNED, ON THEIR BEHALF AND ON BEHALF OF SUCH PARTICIPATING CHILDREN, HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE JSC, any of its directors, officers, employees, volunteers and agents, or any of the fellow participants or their family members or guests from all liability to the undersigned or such participating children and all personal representatives, assigns, heirs, and assigns of the undersigned or such participating children for any loss or damage, and any claim or demands on account of any

property damage or any injury to, or an illness or the death of, the undersigned or such participating children (or any person who may contract COVID- 19, directly or indirectly, from the undersigned or such participating children) whether caused by the negligence, active or passive, of JSC or otherwise while the undersigned or such participating children are in, upon, or about the premises or any affiliated facilities or using any equipment of or participating in any program of or affiliated with JSC.

THE UNDERSIGNED HEREBY AGREES TO INDEMNIFY, DEFEND AND HOLD HARMLESS JSC, its directors, officers, employees, volunteers and agents, and each of them, from any loss, liability, damages or costs they may incur, whether caused by JSC's negligence, active or passive, or otherwise while the undersigned or any participating child is participating in any program of JSC or in, upon, or about the premises or any affiliated facilities or equipment affiliated with JSC.

The undersigned agrees and acknowledges that use of JSC's affiliated facilities and services, and participation in JSC's programs, may involve inherent danger and risk, including, without limitation, the risk of physical illness or injury, death or property damage. THE UNDERSIGNED HEREBY ASSUMES FULL RESPONSIBILITY FOR, AND RISK OF ILLNESS, BODILY INJURY, DEATH OR PROPERTY DAMAGE to the undersigned or such participating children due to negligence, active or passive, or otherwise while in, about or upon the premises of JSC and/or while using the premises or any facilities or equipment thereon and/or while participating in or observing any program affiliated with JSC. The undersigned acknowledges that any illness or injuries that the undersigned or such participating children contract or sustain may be compounded by negligent first aid or emergency response of the Released parties and waives any claim in respect thereof.

THE UNDERSIGNED further expressly agrees that the foregoing ASSUMPTION OF RISK, RELEASE AND WAIVER OF LIABILITY, AND INDEMNITY AGREEMENT is intended to be as broad and inclusive as is permitted by the laws of the State of Colorado and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

I HAVE CAREFULLY READ AND VOLUNTARILY SIGN THIS ASSUMPTION OF RISK, RELEASE AND WAIVER OF LIABILITY, AND INDEMNITY AGREEMENT AND FURTHER AGREE THAT NO ORAL REPRESENTATIONS, STATEMENTS OR INDUCEMENT APART FROM THE FOREGOING WRITTEN AGREEMENT HAVE BEEN MADE. I AM AWARE THAT BY AGREEING TO THIS AGREEMENT I AM GIVING UP VALUABLE LEGAL RIGHTS, INCLUDING THE RIGHT TO RECOVER DAMAGES FROM JEFFCO SPORTS COOPERATIVE IN CASE OF ILLNESS, INJURY, DEATH OR PROPERTY LOSS OR DAMAGE, INCLUDING, FOR THE AVOIDANCE OF DOUBT AND WITHOUT LIMITATION, EXPOSURE TO COVID-19 AT ANY JSC AFFILIATED FACILITY OR DURING PARTICIPATION IN ANY PROGRAM AND ANY ILLNESS, INJURY OR DEATH RESULTING THEREFROM. I UNDERSTAND THAT THIS DOCUMENT IS A PROMISE NOT TO SUE AND A RELEASE OF AND INDEMNIFICATION FOR ALL CLAIMS. IF SIGNING ON BEHALF OF MINOR: I ALSO UNDERSTAND THAT THIS AGREEMENT IS MADE ON BEHALF OF MY MINOR CHILD(REN) AND/OR LEGAL WARDS AND I REPRESENT AND WARRANT TO JSC THAT I HAVE FULL AUTHORITY TO SIGN THIS AGREEMENT ON BEHALF OF SUCH MINOR(S).

I have read and understand the terms of this Assumption of Risk, Release and Waiver of Liability, and Indemnity Agreement and agree to its terms.

Dated _____, 2020.

Signature

Emergency Contact Name

Emergency Contact Phone Number