

Communicable Diseases Including COVID-19 Release of Liability and Assumption of Risk Agreement

Assumption of Risk. I acknowledge the contagious nature of communicable diseases including but not limited to COVID-19, influenza, MRSA and the risk that my student(s) may be exposed to or infected by those diseases at BYSO, and that exposure or infection may lead to injury, illness, permanent disability, or death. I also acknowledge that the risk of exposure or infection by COVID-19 and communicable diseases may result from my student(s) own acts, omissions, negligence, or gross negligence, and BYSO's employees, members, guests, and their families. Being fully informed of these risks, I voluntarily assume and accept all of these risks, accept sole responsibility for any illness, disability, death, damage, loss, claim, liability, property damage, or expense of any kind or nature arising out of, related to, or in connection with the attendance and use of any property, facilities, equipment, and services owned or used by BYSO (the "Claims") my student(s) and I may incur or suffer.

Waiver and Release of Liability; Covenant Not to Sue. In consideration of being permitted to access and attend BYSO programs and its owned or used property, facilities, equipment, and services, I hereby agree for myself and for the undersigned whom I am a parent or guardian, heirs, personal representatives, and assigns to unconditionally, irrevocably, and forever release, discharge, covenant not to sue, and hold harmless BYSO, its directors, officers, managers, employees, contractors, representatives, members, and agents of and from the Claims (as defined above), regardless of whether an infection occurs before, during, or after my attendance and use of property, facilities, equipment, and services owned or used by BYSO. I understand and agree that this waiver and release of liability and covenant not to sue includes, but is not limited to, any Claims based, in whole or in part, on the acts, omissions, negligence, or gross negligence of BYSO and its directors, officers, managers, employees, contractors, representatives, members, and agents.

Rules and Regulations. In consideration of being permitted to access and use BYSO programs and properties, facilities, equipment, and services owned or used by BYSO, I hereby agree that I and the undersigned whom I am a parent or guardian will fully comply with BYSO's rules and regulations and with all signage posted at the facility.

Acknowledgment of Understanding. I have read this Release of Liability and Assumption of Risk Agreement, fully understand its terms, and understand that I am giving up substantial and valuable rights, including the right to sue BYSO or its directors, officers, managers, employees, contractors, representatives, members, and agents. Nonetheless, I agree to the terms of this Agreement, acknowledge that I am signing this Agreement freely and voluntarily, and intend my signature to be an unconditional waiver and release of liability to the fullest extent allowed by law. I understand and agree that this waiver and release of liability and covenant not to sue is signed on my behalf and on behalf of the BYSO student whom I am the parent or guardian.