

## Waiver/Release/Indemnification Agreement for Communicable Diseases Including Covid-19

WARNING: The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is reported to be extremely contagious. The state of medical knowledge is evolving, but the virus is believed to spread from person-to-person contact and/or by contact with contaminated surfaces and objects, and even in the air. People reportedly can be infected and show no symptoms and therefore spread the disease without knowledge they are spreading it. The exact methods of spread and contraction are unknown, and there is no known treatment, cure, or vaccine for COVID-19. Evidence has shown that COVID-19 can cause serious and potentially life threatening illness and even death.

Due to the 2019-2020 outbreak of the novel Coronavirus (COVID-19), the Souhegan Crew Club athletic program, administered by Baboosic Lake Rowing Club (BLRC) is taking extra precautions with respect to well being of every rowing participant including a health history review and enhanced sanitation and disinfecting procedures in compliance with CDC guidance.

Symptoms of COVID-19 include but are not limited to:

- Fever
- Fatigue
- Dry Cough
- Difficulty Breathing

I agree to the following:

- I understand the above symptoms and affirm that I, as well as all household members, do not currently have, nor have experienced the symptoms listed above within the last 14 days.
- I affirm that the participant, as well as all household members, have not been diagnosed with COVID-19 within the past 30 days.
- I affirm that the participant, as well as all household members, have not knowingly been exposed to anyone diagnosed with COVID-19 within the past 30 days.
- I affirm that the participant, as well as all household members, will not have traveled outside of the country or to any city considered to be a "hot spot" for COVID-19 infections within 14 days before the season start of 9/08/20.
- I understand that Souhegan Crew Club athletic program, administered by Baboosic Lake Rowing Club (BLRC) cannot be held liable for any exposure to the COVID-19 virus caused by misinformation on this form or the health history provided by each client.



## Assumption of Risk / Waiver of Liability / Indemnification Agreement

In consideration of being allowed to participate on behalf of the Souhegan Crew Club athletic program, administered by Baboosic Lake Rowing Club (BLRC), and related events and activities, the undersigned acknowledges, appreciates, and agrees that:

- 1. Participation includes possible exposure to and illness from infectious diseases including but not limited to MRSA, influenza, and COVID-19. While particular rules and personal discipline may reduce this risk, the risk of serious illness and death does exist; and,
- I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for the registrant's participation; and,
- 3. I willingly agree to comply with the stated and customary terms and conditions for participation as regards protection against infectious diseases. If, however, I or the registrant observe any unusual or significant hazard during our presence or participation, the participant will remove themself from participation and bring such to the attention of the nearest official immediately; and,
- 4. I, for myself, the participant, and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE AND HOLD HARMLESS Baboosic Lake Rowing Club, their officers, coaches, officials, agents, and/or employees, other participants, sponsoring agencies, sponsors, advertisers, and if applicable, owners and lessors of premises used to conduct the event ("RELEASEES"), WITH RESPECT TO ANY AND ALL ILLNESS, DISABILITY, DEATH, or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF RELEASEES OR OTHERWISE, to the fullest extent permitted by law.
- 5. I understand that this waiver means I and the registrant give up our right to bring any claims including for personal injuries, death, disease or property losses, or any other loss, including but not limited to claims of negligence and give up any claim we may have to seek damages, whether known or unknown, foreseen or unforeseen.

CHOICE OF LAW: I understand and agree that the law of the State of New Hampshire will apply to this waiver, and I assent to jurisdiction in Hillsborough (North) Superior Court in Manchester, New Hampshire.

## For Participants of Minority Age (Under Age 18 At The Time Of Registration)

This is to certify that I, as parent/guardian, with legal responsibility for this participant, have read and explained the provisions in this waiver/release to my child/ward including the risks of presence and participation and his/her personal responsibilities for adhering to the rules and regulations for protection against communicable diseases. Furthermore, my child/ward understands and accepts these risks and responsibilities. I for myself, my spouse, and child/ward do consent and agree to his/her release provided above for all the Releasees and myself, my spouse, and child/ward do release and agree to indemnify and hold harmless the Releasees for any and all liabilities incident to



my minor child's/ward's presence or participation in these activities as provided above, EVEN IF ARISING FROM RELEASEES NEGLIGENCE, to the fullest extent provided by law.

Registrant Name (print):

Name of parent/guardian (print): \_\_\_\_\_

Parent guardian/signature:\_\_\_\_\_

Date signed: \_\_\_\_\_