

# **Forte Fencing Foundation Hold Harmless Agreement/Assumption of the Risk and Waiver of Liability Relating 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. As a result, federal, state, and local governments and federal and state health agencies recommend social distancing and have, in many locations, prohibited the congregation of groups of people. Forte Fencing Foundation, also dba Forte Fencing Club (hereinafter collectively "Forte") has put in place preventative measures to reduce the spread of COVID-19; however, Forte cannot guarantee that you or your child(ren) will not become infected with COVID-19. Further, attending Forte could increase your risk and your child(ren)'s risk of contracting COVID-19.**

In consideration of being allowed to participate on behalf of the Forte athletic program 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,
2. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, even if arising from the negligence of the Releasees, as defined in paragraph 4 below, or others, and assume full responsibility for my 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 observe any unusual or significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest Forte representative immediately; and,
4. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE AND HOLD HARMLESS Forte Fencing Foundation, Forte Fencing Club, their officers, officials, agents, employees, contractors, other participants, sponsoring agencies, sponsors, advertisers, and if applicable, owners and lessors of premises used to conduct the event (the "Releasees"), with respect to any and all illness, disability, death, loss or damage to person or property, whether arising from the negligence of Releasees or otherwise, to the fullest extent permitted by law.

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 HAVE AGREED TO THESE TERMS FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

ATHLETE'S NAME \_\_\_\_\_

PARENT/GUARDIAN NAME, if athlete is a minor \_\_\_\_\_

SIGNATURE OF PARENT OR GUARDIAN \_\_\_\_\_

DATE \_\_\_\_\_