

## UPMC Lemieux Sports Complex COVID-19 Liability Waiver and Assumption of Risk

In consideration of being allowed to participate in any hockey, skating, events, training or other programs, or being on the premises of Lemieux Sports Complex (the "Facility"), the below signed participant, and the participant's parent(s) or legal guardian(s) if the participant is a minor, agrees as follows:

1. I am aware that the novel coronavirus ("COVID-19") is an extremely contagious virus and that it is currently believed that COVID-19 spreads mainly through person-to-person contact.
2. I am familiar with the Centers for Disease Control and Prevention ("CDC") guidelines regarding COVID-19, which are located at <https://www.coronavirus.gov/> and <https://www.cdc.gov/coronavirus/2019-ncov/index.html>. I acknowledge and understand that the circumstances regarding COVID-19 are changing from day-to-day, and that CDC guidelines are regularly modified and updated. I accept full responsibility for familiarizing myself with the most recent updates, and making informed choices to take precautionary measures to protect myself and others.
3. In addition to the CDC guidelines, I agree to abide by any and all policies or postings published to the general public at the Facility.
4. By signing this agreement, I acknowledge that I am aware of the contagious nature of COVID-19 and voluntarily assume the risk that my child(ren) and I may be exposed to or infected by COVID-19 at the Facility, 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 Facility may result from the actions, omissions, or negligence of myself or others.
5. I agree that, in the event that I suspect I became exposed to or infected by COVID-19 at the Facility and I elect to seek testing and/or treatment as a result thereof, I will be responsible for payment of any and all medical services or testing services.
6. I voluntarily choose to assume all of the foregoing risks and accept sole responsibility for any injury, illness, permanent disability, or death related to COVID-19 arising from or in connection with my presence at the Facility. I hereby release and hold harmless the UPMC Lemieux Sports Complex, the Pittsburgh Penguins, Pittsburgh Community Rink Operating, and their respective parent and affiliated companies and their employees, agents, directors, officers and representatives and other participants from and against all liability (statutory or otherwise) for claims, suits, demands, judgments, costs, interest and expense (including but not limited to attorney's fees and disbursements) for any injury, illness, permanent disability or death related to COVID-19 arising from or in connection with mine or my child(ren)'s presence at the Facility, **EVEN IF ARISING FROM THE NEGLIGENCE, ACTS, OR OMISSIONS OF THE RELEASED PARTIES.**

**I HAVE READ AND UNDERSTAND THIS AGREEMENT AND I AM AWARE THAT BY SIGNING BELOW I MAY BE WAIVING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE.**

Participant Signature: \_\_\_\_\_

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

Parent/Guardian Signature: \_\_\_\_\_

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

Participant Name: \_\_\_\_\_