

**COVID-19 PARTICIPANT RESPONSIBILITY AND RELEASE AGREEMENT /
WAIVER OF LIABILITY**

MICHIGAN ELITE VOLLEYBALL ACADEMY

The coronavirus disease 2019 (“COVID-19”) is a highly contagious and virulent disease that presents unique challenges and risks while participating on the premises of the facilities utilized by Michigan Elite Volleyball Academy, and participating in all activities associated with Michigan Elite Volleyball Academy, including but not limited to camps, clinics, tournaments, practices, leagues, combines, and travel associated with each, and all of which are hereinafter referred to as “Activities.” Therefore, as a condition to permitting individuals to participate in the activities, and in consideration of allowing such participation, each participant (“Participant”) must accept new and important responsibilities and agree to not hold Michigan Elite responsible for sickness, including death, resulting from COVID-19. Therefore, by signing below, each Participant agrees to the following terms and provisions.

I accept my responsibility to protect myself and others involved in the Activities from risks associated with COVID-19. This includes, by way of example, that:

- I have and will continuously self-monitor for symptoms of COVID-19, including but not limited to cough, fever, shortness of breath, chills, muscle pain, sore throat, and loss of taste or smell. I have not experienced any of these symptoms, and will immediately report any such symptoms to Michigan Elite and will cease participation in the Activities and comply with all applicable guidelines and recommendations of the Centers for Disease Control and Prevention (“CDC”) (www.cdc.gov).
- I have not been exposed to anyone demonstrating the symptoms of COVID-19, and if I do become exposed to such a person, or have run a fever (with or without medication) in the past 48 hours, I will immediately report such exposure to Michigan Elite and will cease participation in the Activities and comply with all applicable guidelines and recommendations of the CDC.
- I represent that I do not have health conditions that render me more vulnerable to COVID-19, such as high blood pressure, lung disease, diabetes, obesity, asthma, compromised immune system, etc.
- I will practice social distancing by remaining at least six (6) feet apart from others whenever possible.
- I will wash my hands or use hand sanitizer upon entering the facilities of Michigan Elite, and will continue to do so while participating in the Activities and upon departing the facilities of Michigan Elite.

I understand that it is not possible for Michigan Elite to guarantee that its facilities and Activities will be free from COVID-19, and understand that, notwithstanding preventative measures by Michigan Elite, the COVID-19 virus may nonetheless be present at the facilities or in connection with Activities due to acts or omissions of Michigan Elite, including negligence. Nonetheless, I know that my participation is completely voluntary, and I expressly assume and accept the risk that I may become infected with COVID-19 while on the premises of Michigan Elite or while engaged in the Activities.

I hereby release and discharge Michigan Elite Volleyball Academy and their respective administrators, directors, agents, officers, volunteers, coaches, assistants, contractors, employees, and if applicable, owners and lessors of premises used to conduct the event (each considered one of the “Released Parties” herein) from all liability, claims, demands, losses, damage or expense (including death) due to the COVID-19 virus and caused or alleged to be caused in whole or in part by the acts or inaction (including negligence) of the Released Parties. I further agree that if, despite the foregoing release of liability, I or anyone on my behalf makes a claim against any of the Released Parties relating to COVID-19, I will indemnify, save, and hold harmless each of the Released Parties from any loss, liability, damage, or cost which any may incur as the result of such claim.

I understand that COVID-19 related concerns may cause the Activities to be limited, postponed, or canceled in the sole discretion of Michigan Elite, or due to Federal, State and other governmental orders and directives.

Severability: The undersigned further expressly agrees that the foregoing waiver and assumption of risks agreement is intended to be as broad and inclusive as is permitted by the law of the state of Michigan and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

Acknowledgment of Understanding: I have read this Participant Responsibility Agreement / Waiver of Liability, assumption of risk, and indemnity agreement, fully understand its terms, and understand that I am giving up substantial rights, including my right to sue. I acknowledge that I am signing the agreement freely and voluntarily and intend by my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law. Without limiting the scope or effect my agreement hereto, I hereby further acknowledge and agree that I will be deemed to have ratified and confirmed the terms of this waiver of liability, assumption of risk, and indemnity agreement each time that I, or any participant with respect to whom I am executing this waiver of liability, assumption of risk and indemnity agreement, participate(s) in any Activities, including, without limitation, entering into or otherwise using the RELEASED PARTIES’ staff, facilities, premises or equipment. I understand that this Agreement will be binding upon my heirs, personal representatives, successors and assigns.

Signature of Participant

Printed Name of Participant

Date

PARENTAL AGREEMENT AND CONSENT

Individually, and as the Participant's parents and/or legal guardians, and as a further condition to Participant's ability to engage in the Activities, we hereby execute this Responsibility and Release Agreement /Waiver of Liability, and agree that the above and foregoing terms are legally binding upon the Participant, and legally binding upon us, and our respective heirs, personal representatives, successors and assigns. We further agree to strictly adhere to the self-monitoring guidelines for ourselves and to monitor Participant for symptoms of COVID-19, as well as the associated reporting requirements should we or Participant, or any other member of our household, be exposed to someone demonstrating the symptoms of COVID-19. We further understand that a failure to self-monitor, Participant monitor, or report to Michigan Elite may expose our staff, and the other participants and their families to COVID-19, including to sickness, injury and death.

We hereby release and discharge the Released Parties from all liability, claims, demands, losses, damage or expense (including death) relating to COVID-19 and caused or alleged to be caused in whole or in part by the acts or inaction (including negligence) of the Released Parties; and we further agree that if, despite this Responsibility and Release Agreement, we, or anyone on our behalf, makes a claim against any of the Released Parties, we will indemnify, save, and hold harmless each of the Released Parties from any loss, liability, damage, or cost which any may incur as the result of such claim. In addition, we agree that we will not sue Released Parties for any injury or damage relating to COVID-19 that we and/or Participant may suffer, even if caused by the negligence of any Released Party.

We have read this Responsibility and Release Agreement / Waiver of Liability, and understand that we and Participant have given up substantial rights by signing it, and have signed it freely and without any inducement or assurance of any nature, and intend it to be a complete and unconditional release of all liability to the greatest extent allowed by law and agree that if any portion of this agreement is held to be invalid, the balance, notwithstanding, shall continue in full force and effect. We understand that this Agreement will be binding upon our heirs, personal representatives, successors and assigns.

This Release may be executed in one or more counterparts.

_____ Signature of Parent/Guardian	_____ Printed Name of Parent/Guardian	_____ Date
_____ Signature of Parent/Guardian	_____ Printed Name of Parent/Guardian	_____ Date