



BOYS & GIRLS CLUB
OF WATERTOWN

MINOR CHILD WAIVER, PARENTAL WAIVER AND RELEASE OF LIABILITY

PLEASE READ CAREFULLY

I, the undersigned participant, or the parent or legal guardian of participant (if participant is under the age of 18) (a “Youth Participant”), acknowledge and understand the inherent risks of the COVID-19 Virus. I understand that by choosing to place my child in the contracted care of the Boys & Girls Club of Watertown and its affiliates, I agree to the following:

1. I acknowledge and fully understand that I and the Youth Participant will be voluntarily engaging in an environment in which the COVID-19 (Coronavirus) may be present. I acknowledge that engagement in such environment contains risk not only from my or the Youth Participant’s actions, but also from the action, inaction or negligence of others; and further, that there may be risks not known to me or not reasonably foreseeable that may result in injury, death, illness, or disease to myself, Youth Participant, or other persons. I further acknowledge and understand that the Youth Participant and I can avoid these risks by not participating in the activity. I certify that both the Youth Participant (if applicable) and I are in good health and have no known physical limitations that would increase risk of harm.
2. On behalf of myself and the Youth Participant, I agree to accept and personally assume all risks in connection with participation in this environment, and I release, discharge, waive and covenant not to make claims or bring lawsuits against the Host, and its agencies, agents, affiliates, associates, officers, directors, owners, and employees from demands, losses or damages on account of any injury, death or damage to property, caused or alleged to be caused in whole or in part by my participation in the activity, the participation by a Youth Participant in the activity, third party actions, inaction, or otherwise. Further, I promise, covenant, and agree to indemnify, defend, and hold harmless the Boys & Girls Club of Watertown harmless from any and all liabilities, losses, damages, claims, expenses, and charges (including, without limitation, reasonable attorneys’ fees and costs of defense) which arise from or are related to participation in the activity, whether from my participation or the Youth Participant participation.
3. The terms of this agreement shall bind the members of my family, if I am alive, and my heirs, assigns and personal representatives if I am deceased.
4. I certify that I am the parent or legal guardian of the Youth Participant (if applicable). In the event that I do not have the requisite authority to sign this document on behalf of the Youth Participant, I agree that I shall be solely liable for any and all actions, causes of action, penalties, claims, costs, services, compensation, or the like resulting from this misrepresentation.
5. I acknowledge and understand that if any portion of this document is found to be void or unenforceable by a court of competent jurisdiction, such void or unenforceable portion shall be modified by such court so that it may be valid and enforceable, if possible, and, if not possible, such void or unenforceable portion shall be severed from this document and, in either case, the remaining portions of this document shall remain in full force and effect.