Niskayuna Youth Football & Cheer Hold Harmless Waiver

AMATEUR ATHLETIC WAIVER AND RELEASE OF LIABILITY READ BEFORE SIGNING

In consideration of being allowed to participate in any way in NISKAYUNA FOOTBALL & CHEER's athletic sports program, related events and activities, the undersigned acknowledges, appreciates, and agrees that:

- 1. The risks of injury and illness (ex: communicable diseases such as MRSA, influenza, and COVID-19) from the activities involved in this program are significant, potentially life-threatening, and while particular rules, equipment, and personal discipline may reduce these risks, the risks of serious injury and illness do exist; and.
- 2. 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 my participation; and,
- 3. I willingly agree to comply with the stated and customary terms and conditions for participation. If, however, I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest official immediately; and,
- 4. I acknowledge that I am aware that there are risks to me of exposure to directly or indirectly arising out of, contributed to, by, or resulting from: An outbreak of any and all communicable disease, including but not limited to, the virus "severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2)", which is responsible for Coronavirus Disease (COVID19) and/or any mutation or variation thereof:
- 5. In consideration of having the opportunity to participate as either a team member or competitor at location, and in acknowledging that I am aware of and willing to assume the risks associated with this activity, I hereby voluntarily agree to waive, hold harmless and indemnify Niskayuna Youth Football & Cheer, the Town of Niskayuna, their trustees, agents, volunteers and employees from any and all claims, demands, damages and causes of action of any nature whatsoever arising out of ordinary negligence which I, my heirs, my assigns or successors may have against them for, on account of, or by reason of my participation in the above activities. I indicate my agreement to this hold harmless elective noted below.

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 SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.