**BEAST Foundation 2020-2021**

**DISCLAIMER, ADVISEMENTS, AND WAIVER OF LIABILITY**

**FOR PARTICIPANTS, PARENTS and SPECTATORS**

**DISCLAIMER**

As always, the BEAST Foundation is committed to the safety and well-being of our participants, families, and spectators. This is true in any year but is being emphasized here to address concerns arising from the 2019 Novel Coronavirus pandemic (hereafter referred to as COVID-19).

As the COVID-19 outbreak is ongoing, the BEAST Foundation will implement precautions mandated by the State of Wyoming in which our events are conducted.

It is important, however, for all BEAST Foundation parents, participants, and spectators to understand that regardless of safety measures it is impossible to guarantee that an athlete or fan will not be exposed to COVID-19 before, during, or after a BEAST Foundation event or program. Like most viruses, COVID-19 can be contracted by any person at any point traveling to, traveling from, or during the course of any event at any location. This is true irrespective of the mode of transportation; type of accommodation; or with whom one is traveling (family, friends, or team members).

The BEAST Foundation will attempt to mitigate risk at events, programs, and activities, but cannot control all conditions within, or any conditions outside of, the BEAST facility. It is not possible for any participant or spectator to be completely shielded from a virus like COVID-19 when in the presence of other persons.

Attendance at the BEAST Foundation events, programs and activities in 2020-2021 involves assuming substantial risk of being exposed to COVID-19 and the consequences of that exposure could include illness, hospitalization, and in rare cases, death. Attendance is an individual and voluntary choice made by an adult or the adult parent or legal guardian of a minor child attending or participating; individuals must understand and weigh the known risk versus the benefit of competing in sports, viewing sports competitions live, participating in activities and attending BEAST programs held at the BEAST Facility. **We understand that some participants, parents, athletes, or fans may have concerns, and in this case the BEAST Foundation supports and encourages their decision to stay home.**

**ADVISEMENTS**

The Centers for Disease Control classifies the following persons as being at higher risk for severe illness:

* People 65 years of age and older
* People who live in a nursing home or a long-term care facility
* People of all ages with serious underlying medical condition

**Based on this information, the BEAST Foundation issues the following guidance:**

A. We advise anyone who has any questions concerning the risk of COVID-19 to visit the website of the Centers for Disease Control (cdc.gov);

B. We advise anyone 65 years of age or older to not attend any BEAST Foundation event until further notice;

C. We advise anyone of any age who has an underlying medical condition to not attend any BEAST Foundation event until further notice;

D. We advise the parent(s) or guardian(s) of any athlete or participant who has an underlying medical condition or compromised immune system to not allow their minor children or dependents to participate in any BEAST Foundation hosted event until further notice;

E. We advise anyone who has any concerns about becoming infected with COVID-19 to not attend any BEAST Foundation hosted event until further notice;

F. We advise any parent(s) or guardian(s) who have concerns about their child(ren) becoming infected with COVID-19 to not allow their children or dependents to participate in any BEAST Foundation event until further notice;

G. We advise anyone who is sick or who shows any symptoms of any illness to not attend any BEAST Foundation program, activity or event as you may be placing other people at risk;

H. We advise that anyone voluntarily choosing to attend or participate in a BEAST Foundation program, activity or event is doing so at his or her own risk.

**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.

Facilities may put in place reasonable preventative measures to reduce the spread of COVID-19; however, the BEAST Foundation cannot guarantee that you or your child(ren) or dependent(s) will not become infected with COVID-19 while participating in, or traveling to or from a BEAST Foundation hosted program, activity or event. Further, attending programs, activities or events hosted by the BEAST Foundation could increase your or your child's or dependent's risk of contracting COVID-19 because you and he or she will be in close contact with other persons who may knowingly or unknowingly be infected. **INITIAL HERE: \_\_\_\_\_**

By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that my child(ren), dependent(s), and I may be exposed to or infected by COVID-19 by attending BEAST Foundation programs, activities or events, 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 these events may result from the actions, omissions, or actual or alleged negligence of myself and others, including, but not limited to, BEAST Foundation, its owners, officers, heirs, successors, assignees, employees, agents, representatives, subcontractors, volunteers, sponsors and program participants. **INITIAL HERE: \_\_\_\_\_**

As a condition precedent to my own attendance at a BEAST Foundation program, activity or event, and/or to the participation or attendance of my minor child(ren) or for any minor for whom I am legal guardian, I voluntarily agree to assume for myself and my minor child or dependent all of the foregoing risks and accept sole responsibility for any injury to my child(ren), dependent(s), or myself, including, but not limited to: illness, personal injury, hospitalization, disability, death, damage, loss, claim, liability, or expense, of any kind, that I or my child or dependent may experience or incur in connection with my, my child's, or my dependent's participation in or presence at a BEAST Foundation program, activity or event. While this waiver or liability addresses COVID-19, it specifically does not exclude other potential forms of illness or injury, including but not limited to other viruses or physical accidents or injuries sustained during the event(s). **INITIAL HERE: \_\_\_\_\_**

On my behalf, and on behalf of my child(ren) or dependent(s), I hereby **release, covenant not to sue, discharge, and hold harmless** BEAST Foundation, its owners, officers, heirs, successors, assignees, employees, agents, sponsors, insurers, representatives, and the venue(s) wherein games will be played, from any and all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating to my or my child's or dependent's attendance at or participation in a BEAST Foundation program, activity or event, including but not limited to personal injury, hospitalization, loss of income, physical impairment, damage, or death to myself or to those for whom I have acted as parent or legal guardian. I understand and agree that this release includes any Claims based on the actions, omissions, or actual or alleged negligence of BEAST Foundation, its owners, officers, heirs, successors, assignees, employees, agents, representatives, subcontractors, volunteers, sponsors, or employees or directors of the venue wherein games will be played. I further understand that as it relates to COVID-19, this waiver of liability is applicable and effective whether an infection actually or allegedly occurs before, during, or after attendance at a BEAST Foundation program, activity, or event. **INITIAL HERE: \_\_\_\_\_**

PRINT NAME OF PARENT OR LEGALGUARDIAN

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SIGNATURE OF PARENT OR LEGAL GUARDIAN

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PRINT NAME OF PARTICIPANTS TEAM/ORG

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PRINT NAME OF PARTICIPATING MINOR

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DATE

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PARENT'S MOBILE PHONE NUMBER

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