

**AREA WIDE YOUTH FOOTBALL ASSOCIATION ELITE
COVID-19 PARTICIPATION and WAIVER OF LIABILITY**

In consideration for receiving permission to BE ON PREMISES at all AREA WIDE YOUTH FOOTBALL ASSOCIATION EVENTS AND LOCATIONS and _____ (League Name) practice and game locations (hereinafter the "Activity or Activities"), I, on behalf of myself and any minor child/children for whom I have the capacity to contract, hereby acknowledge and agree to the following:

1. I understand the hazards of the novel coronavirus ("COVID-19") and am familiar with the Centers for Disease Control and Prevention ("CDC") guidelines regarding COVID-19. I acknowledge and understand that that the circumstances regarding COVID-19 are changing from day to day and that, accordingly, the CDC guidelines are regularly modified and updated and I accept full responsibility for familiarizing myself with the most recent updates.
2. Notwithstanding the risks associated with COVID-19, which I readily acknowledge, I hereby willingly release my child/children to participate in Activities.
3. I acknowledge and fully assume the risk of illness or death related to COVID-19 arising from my being on the premises and also that of my child/children and participating in the Activities and hereby RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE (on behalf of myself and/or any minor child/children from whom I have the capacity contract) the AREA WIDE YOUTH FOOTBALL ASSOCIATION ELITE and _____ (League Name), their affiliates, board members, officials, directors, attorneys, staff, volunteers, predecessors, successors and assigns, administrators, school board members, and playing facilities of any school district, park and recreation officers and assigns (the "RELEASEES") from any liability related to COVID-19 which might occur as a result my being or my child/children on the premises and participating in the Activities.
4. I shall indemnify, defend and hold harmless the RELEASEES from and against any and all claims, demands, suits, judgments, losses or expenses of any nature whatsoever (including, without limitation, attorneys' fees, costs and disbursements, whether of in-house or outside counsel and whether or not an action is brought, on appeal or otherwise), arising from or out of, or relating to, directly or indirectly, the infection of COVID-19 or any other illness or injury.
5. It is my express intent that this Waiver and Hold Harmless Agreement shall bind any assigns and representatives, and shall be deemed as a RELEASE, WAIVER, DISCHARGE, AND COVENANT NOT TO SUE the above-named RELEASEES. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Mississippi. **I HEREBY KNOWINGLY AND VOLUNTARILY WAIVE ANY RIGHT TO A JURY TRIAL OF ANY DISPUTE ARISING IN CONNECTION WITH THIS AGREEMENT. I ACKNOWLEDGE THAT THIS WAIVER WAS EXPRESSLY NEGOTIATED AND IS A MATERIAL INDUCEMENT THE PERMISSION GRANTED BY RELEASEES TO BE ON PREMISES AND PARTICIPATE IN THE ACTIVITIES.**

IN SIGNING THIS AGREEMENT, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing Wavier of Liability and Hold Harmless Agreement, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; I am the legal parent or guardian and fully competent; and I execute this Agreement for full, adequate and complete consideration fully intending to be bound by same. In the event that I am NOT the legal parent or legal Guardian, I will be prosecuted to the fullest extent of the law for forgery, jail or prison time, significant fines, probation, or restitution.

I have signed this Waiver and Agreement on this _____ day of _____, 2020.

PARENT/GUARDIAN SIGNATURE: _____

PRINTED NAME: _____

NAMES OF MINOR CHILD(REN): _____
