OPTIMIST CLUB OF COOPER CITY/ CITY OF COOPER CITY

COMMUNICABLE DISEASE

RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT

In consideration of my and my minor child/ward’s participation in the Optimist Club of Cooper City’s Youth Recreation and/or Travel Sports Programs (hereinafter CCO), and related events and activities, I acknowledge and agree as follows:

1. I hereby acknowledge the Covid-19, Coronavirus, SARS-CoV-2 pandemic (hereinafter Covid-19). I understand Covid-19 is highly contagious and that individuals carrying this virus may not exhibit any symptoms, making detection of carriers and prevention of transmission difficult or impossible. I admit and acknowledge that participation in activities and events with CCO including any and all activities and events occurring at any and all parks, Sports Complexes, volleyball courts, basketball courts, batting cages, tennis courts, pickleball courts, and gymnasiums (hereinafter the Facilities) may possibly expose myself, my child and other family members to COVID-19. I also admit and acknowledge that I may be exposed to said viruses and may be asymptomatic, but may be a carrier of said viruses with the possibility of making someone else ill with whom I have contact. While rules and regulations put in place by CCO, the City of Cooper City and my own personal discipline and my child’s personal discipline may reduce this risk, I acknowledge that the risk of serious illness and death does exist, and may be more serious if either myself or my child had a pre-existing condition; and,

2. I further hereby warrant and represent on behalf of myself, my minor child/ward, and any other adult who enters or visits the facilities with my minor child/ward at my instruction and on my behalf to accompany and supervise my minor child/ward (hereinafter accompanying adult) that:

 a. Only my minor child/ward will enter the Facility playing areas during a Facility program; I or the accompanying adult will not pass beyond fenced areas of play or closed seating sections while visiting the Facility unless I am a designated coach/volunteer for that game;

 b. I or the accompanying adult will maintain at least a 6 foot distance from other persons while at the Facility;

 c. Neither my minor child/ward nor I nor the accompanying adult have had any of the following symptoms within the last fourteen (14) days:

 i. A fever above 99 degrees Fahrenheit;

 ii. Cough;

 iii. Sore throat;

 iv. Shortness of breath;

 v. Any other symptom associated with Covid-19;

 d. Neither my minor child/ward nor I nor the accompanying adult nor anyone residing with any of us has been to any foreign country in the past thirty (30) days; and

 e. Neither my minor child/ward nor I nor the accompanying adult have come into close contact with anyone confirmed of having or suspected of having Covid-19 in the past fourteen (14) days.

3. I warrant and represent that if my minor child/ward or I or the accompanying adult at any time fail to satisfy any of the criteria listed in items c. through e. above, I will immediately notify CCO and we will not visit the Facility for at least fourteen (14) days after the latest date upon which one of the above symptoms or diagnoses or travel was confirmed.

4. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, and assume FULL RESPONSIBILITY FOR MY PARTICIPATION AND THE PARTICIPATION OF MY MINOR CHILD/WARD; and I willingly agree to comply and to encourage and require the compliance of my minor child/ward with the stated protocols and conditions for participation in CCO with regard to the protection and spread of Covid-19. I, for myself and on behalf of any accompanying adult, and on behalf of my minor child/ward, HEREBY RELEASE AND HOLD HARMLESS THE OPTIMIST CLUB OF COOPER CITY, THEIR OFFICERS, THEIR OFFICIALS, AGENTS, AND/OR EMPLOYEES, OTHER PARTICIPANTS, SPONSORING AGENCIES, SPONSORS, THE CITY OF COOPER CITY AND ITS OFFICIALS, WITH RESPECT TO ANY AND ALL ILLNESS, DISABILITY, DEATH, OR LOSS OR DAMAGE TO PERSON OR PROPERTY, WHETHER ARISING FROM THE NEGLIGENCE OF RELEASEES OR OTHERWISE, TO THE FULLEST EXTENT PERMITTED BY LAW. I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, AND UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, BOTH FOR MYSELF AND MY MINOR CHILD/WARD.

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.

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Participant’s Signature/Name Age Date

FOR PARENTS/GUARDIANS OF PARTICIPANT OF MINOR AGE (UNDER AGE 18 AT TIME OF REGISTRATION)

I certify that I am the legal parent/guardian with responsibility for this participant, and that I have read the foregoing Agreement and do consent and agree to his/her release of all the Released Parties as provided above. I further agree that, for myself, my heirs, assigns, beneficiaries, executors, administrators, personal representatives, and next of kin, I expressly release and agree to indemnify and hold harmless the Released Parties from any and all liability incident to the above Participant’s involvement or participation in FYSA related events or activities as provided herein, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES, to the fullest extent permitted by law.

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Parent/Guardian Signature Date Emergency Phone Number(s)