



September 2022

COMMUNICABLE DISEASE WAIVER

St. Patrick Athletic Association (SPAA) - WAIVER / RELEASE FOR COMMUNICABLE DISEASES INCLUDING COVID-19 ("Waiver/Release") In consideration of my child ("Participant") being allowed to participate on behalf of St. Patrick Athletic Association (SPAA) in athletic program(s), competitions and related events and activities ("Events"), offered by SPAA, including the Team Sport named below, I hereby acknowledge and agree that: Participation in SPAA Events, including the Team Sport named below, includes possible exposure to and illness from infectious diseases, including but not limited to MRSA, influenza and COVID-19 ("Infectious Disease"). While particular rules and personal discipline may reduce this risk, the risk of serious illness and death does exist; and, I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, understand that the risk of becoming exposed to or infected by an Infectious Disease, including COVID-19, while participating in SPAA Events may result from the actions, omissions, or negligence of myself, Participant, other participants, and their families, and others, including, but not limited to, employees, agents, volunteers and representatives of SPAA, St. Patrick School, St. Patrick Parish, The Catholic Youth Organization (CYO), the Roman Catholic (Arch)diocese of Detroit ("Releasees"); and, I willingly agree to comply and have Participant comply with all SPAA rules and regulations and terms and conditions of participation in the SPAA Events regarding protection against Infectious Disease, including COVID-19; and, If I have signed a separate ASSUMPTION OF RISK – PROOF OF INSURANCE ("Separate Waiver"), I agree that the terms of that Separate Waiver are wholly incorporated into this document and that the terms of this document are incorporated into the Separate Waiver; and, I hereby release, covenant not to sue, discharge, and hold harmless Releasees, from any and all claims, including negligence, which may be asserted by me or Participant, arising from or relating to participation in the SPAA Events by Participant; and, In the event this Waiver/Release, on behalf of myself and/or Participant is held to be invalid or unenforceable, I hereby agree to indemnify and hold harmless Releasees from any and all claims, including negligence, which may be asserted by me or Participant, arising from or relating to the involvement and participation in the SPAA Events by Participant, including the Team Sport named below; and, This Waiver/Release does not apply to claims for intentional misconduct or gross negligence; nor does this release of indemnification apply to the extent of commercial insurance coverage for any claim, but this Waiver/Release shall apply to the extent of any self-insurance or deductible applicable to any claim; and, The participant named below is covered by an insurance policy in effect for 2022/2023; and, I am the parent or legal guardian of the Participant and have read the above and recognize the risk in participation and injury, and I am 18 years of age or older.