

## **WAIVER OF LIABILITY, MEDICAL RELEASE AND INDEMNIFICATION AGREEMENT**

### Acknowledgment and Assumption of Risk

In my legal capacity as parent/guardian of the minor named below, and in consideration of my minor child's participation in programs with and at **BRANDYWINE RED CLAY ALLIANCE**, of 1760 Unionville-Wawaset Road, West Chester, Pennsylvania, I acknowledge, understand and agree that:

1. There are dangers and risks inherent to my child's participation in programs with BRANDYWINE RED CLAY ALLIANCE, including but not limited to possible exposure to and illness from infectious diseases, including but not limited to MRSA, influenza, and COVID-19. While particular rules and practices may reduce this risk, and while BRANDYWINE RED CLAY ALLIANCE will take all measures reasonably possible to limit any such risk, the risk of serious illness, injury, and death does exist.
2. BRANDYWINE RED CLAY ALLIANCE does not insure participants, any such coverage would be through personal insurance, and BRANDYWINE RED CLAY ALLIANCE has no responsibility or liability resulting from programs or camps at BRANDYWINE RED CLAY ALLIANCE.
3. 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 child's participation.
4. I willingly agree to comply with BRANDYWINE RED CLAY ALLIANCE policies and conditions for my child's participation as regards protection against infectious diseases. If I observe any unusual or significant hazard during my child's participation or presence, I will remove my child from participation and make BRANDYWINE RED CLAY ALLIANCE aware of any such conditions. Furthermore, I willingly agree to remove my child from BRANDYWINE RED CLAY ALLIANCE and keep them from attending if I observe or find any symptoms consistent with infectious disease, including but not limited to COVID-19, in my child or in our household, or if I become aware of someone infected with infectious disease to whom my household is/was exposed.

### Waiver of Liability and Indemnification

In consideration for being allowed to voluntarily participate in the above-referenced event, on behalf of myself, the participant, his/her personal representatives, heirs, next of kin, successors and assigned, I, the undersigned parent and/or legal guardian forever:

- A. Discharge, waive, release and hold harmless BRANDYWINE RED CLAY ALLIANCE, their officers, employees, agents, and contractors, as well as other participants, with respect to any and all illness, death, disability, injury, or loss or damage to person or property, or claims of any any nature which may hereafter accrue

to the participant or the participant's estate as a direct or indirect result of participation in activities or events with BRANDYWINE RED CLAY ALLIANCE, whether arising from the negligence of releasees or otherwise, to the fullest extent permitted by law.

I, the understanding parent and/or legal guardian, affirm that I am freely signing this agreement. I have read this form and fully understand that by signing this form, I am giving up legal rights and/or remedies which may otherwise be available. I agree that if any portion of this agreement is held to be invalid, the remainder will continue to be in full legal force and effect.

NAME OF MINOR: \_\_\_\_\_

SIGNATURE OF PARENT/GUARDIAN: \_\_\_\_\_

PRINTED NAME OF PARENT/GUARDIAN: \_\_\_\_\_

WITNESS SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_