

## CHALLENGE SPORTS LLC & CITY OF PALM COAST FACILITY COMMUNICABLE DISEASE

### WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT

In consideration of being allowed to participate in any way in any Challenge Sports LLC related events and as a condition of the use of a City of Palm Coast facility ("City Facility"), I, the undersigned participant, parent, or legal guardian, 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 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. I further recognize and assume the risk that while the City of Palm Coast ("City") has implemented sanitation procedures, the virus may remain on surfaces for days, sanitation procedures do not guarantee in anyway the virus is not present, and other individuals present within the premises may be COVID+ and I accept the inherent risks associated therewith.
2. Notwithstanding the risks associated with COVID-19, including but not limited to those set forth herein, which I readily acknowledge, I hereby willingly choose to participate in the Challenge Sports tournament and to use Facility and will comply with all City required COVID-19 measures and Challenge Sports' Safety Procedures for use of the City's Facility.
3. I acknowledge and fully assume the risk of illness or death related to COVID-19 arising from my use of the Facility and participation in the Challenge Sports LLC tournament and hereby RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE Challenge Sports LLC and the City and their employees, officials, agents and assigns (the "RELEASEE") from any liability related to COVID-19 which might occur as a result of using the Facility and participating in the Challenge Sports tournament.
4. I shall hold harmless the RELEASEE 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 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 alleged to have occurred as a result of using the Facility.
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 RELEASEE. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of FLORIDA. 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 TO THE AUTHORIZATION GRANTED BY RELEASEE TO USE THE FACILITY.

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 at least eighteen (18) years of age and fully competent; and I execute this Agreement for full, adequate and complete consideration fully intending to be bound by same. I further represent this waiver is not in lieu of, but rather in addition to, the City of Palm Coast indemnification and waiver obligations contained in the Facility Usage Permit Application executed for use of the Facility.

### **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 CHALLENGE SPORTS LLC related events or activities as provided herein, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES, to the fullest extent permitted by law.

PARTICIPANT OR PARENT SIGNATURE: \_\_\_\_\_

PARTICIPANT NAME (please print): \_\_\_\_\_

TEAM NAME: \_\_\_\_\_

☐ Coed

☐ Girls

Division (i.e., U14): \_\_\_\_\_