COVID-19 Assumption of Risk, Waiver and Release of Liability Agreement v31614

Inherent in participation in sporting activities such as soccer, whether as an athlete, a volunteer or a spectator, are certain hazards and dangers, including, but not limited to, those risks, inherent or otherwise, detailed in the Disclaimer, Assumption of Risk and Waiver agreement, which you signed during the registration process for this membership year.

In addition to those risks set out in the Disclaimer, Assumption of Risk and Waiver agreement, which you have willingly and voluntarily assumed, we are all now grappling with the effects of the ongoing pandemic brought about by the novel coronavirus SARS-CoV-2, and COVID-19, the highly contagious infectious disease caused by this newly identified virus.

In the majority of people who become infected, COVID-19 causes a mild respiratory illness similar to influenza. In some individuals, including those who may have asthma, diabetes or other underlying health problems, it can lead to a severe respiratory condition that requires hospitalization. In the United States alone, the current pandemic has resulted in over 1.7 million confirmed coronavirus cases and, sadly, more than 101,000 deaths.

Notably, people can be without symptoms (asymptomatic) despite having a SARS-CoV-2 infection. This means that they can still spread the virus to others even though they do not feel unwell. This makes COVID-19 potentially dangerous, as it is highly infectious. Moreover, there currently are no vaccines or drugs approved to treat or prevent COVID-19.

Please understand that despite all the precautions that you, other participants, AYSO as a whole and/or your AYSO Region may take to combat novel coronavirus or COVID-19 (collectively, COVID-19) such as, for example, hand cleaning, social distancing, equipment cleaning, minimizing the use of shared objects between individuals, and other acts of vigilance against COVID-19, AYSO and this AYSO Region cannot guarantee your health or safety, and you may still be exposed to COVID-19, including, without limitation, through touching soccer balls and other equipment, utilizing field space for training and/or matches, participating in training and/or matches, and through direct and/or indirect interactions with other players, coaches, referees, volunteers, or individuals who have COVID-19, have been exposed to COVID-19 or individuals who may be carrying the COVID-19 virus, but do not exhibit any symptoms of that disease.

Consequently, guarantees cannot be made about your health or safety relative to COVID-19, notwithstanding any precautions taken. By submitting an application to play or volunteer, and accessing the programming in your AYSO Region, you, on behalf of yourself and your participating child, and on behalf of all persons who reside with you and with your child, as well as your heirs, beneficiaries, representatives, successors and assigns:

1. Knowingly and voluntarily assume all risks and dangers, known and unknown, that are associated with any exposure to COVID-19, including, but not limited to, suffering any type of medical condition, illness and, potentially, death;

2. Acknowledge that your use of and/or participation in the programming of AYSO and this AYSO Region could result in you contracting COVID-19, respiratory failure, death, and/or the transmission of COVID-19 to family or household members and others who may also suffer these effects;

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3. Knowingly and voluntarily waive, release, covenant not to sue, and forever discharge, and agree to indemnify and hold harmless, AYSO and this AYSO Region, its players, parents, volunteers, subsidiaries and other affiliates, and its and their respective officers, directors, members, employees, contractors, agents, representatives, successors and assigns (the AYSO Parties) from any and all liability, damages, losses, suits, demands, causes of action (including, without limitation, negligence), or any other claims of any nature whatsoever, arising out of, or relating in any way to, your use of and/or participation in the programming of AYSO and this AYSO Region and any potential or actual exposure to COVID-19, to the maximum extent permitted by law; and

4. Agree to abide by the directives and guidelines in effect in your state, county and community to disrupt the spread of COVID-19. You can find more information, updates and resources on COVID-19 by accessing the city, county or other municipal web sites in your area, and by going to the Centers for Disease Control and Prevention at https://www.cdc.gov. You will also find AYSO-specific guidance and protocols on return to play at https://www.aysovolunteers.org/returning-to-play.