

Assumption of the Risk and Waiver of Liability

Relating to Coronavirus/COVID-19

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. As a result, federal, state, and local governments and federal and state health agencies recommend social distancing and have, in many locations, limited the congregation of groups of people.

Hallmark Sports Club II, Inc. ("HSC2") has put in place preventative measures to reduce the spread of COVID-19; however, HSC2 cannot guarantee that you or your child (ren) will not become infected with COVID-19. Further, attending HSC2 could increase your risk and your child (ren)'s risk of contracting COVID-19.

By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that my child (ren) and I may be exposed to or infected by COVID-19 by attending HSC2 and that such expose or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 at HSC2 may result from the actions, omissions, or negligence of myself and others, including, but not limited to HSC2 employees, volunteers, and program participants and their families.

I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to my child (ren) or myself (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense of any kind, that I or my child (ren) may experience or incur in connection with my child (ren)'s attendance at HSC2 or participation in HSC2's programs ("Claims"). On my behalf, and on behalf of my children, I hereby release, covenant not to sue, discharge, and hold harmless HSC2, its employees, agents, and representatives, of and from the Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. I understand and agree that this release includes Claims based on the actions, omissions, or negligence of HSC2, its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation in any HSC2 program.

Signature of Parent/Guardian/Participant

Date

Name of Player(s)