



USA BOCCIA WAIVER

In consideration of being allowed to participate in any of the Programs and related events and activities, the undersigned acknowledges and agrees as follows:

I hereby covenant not to sue and release, hold harmless, and forever discharge, USA Boccia or any other co-sponsoring entities and “partners” of the Programs, all of their officers, directors, members, agents, and/or employees, and any and all sponsors, officials, volunteers, and other participants of the Programs (collectively, the “Releasees”) from any and all liability, claims, demands, actions, and causes of action whatsoever arising out of or related to any loss, property damage, or personal injury, including death, that may be sustained by me or any property belonging to me, whether arising from negligence of any of the Releasees, or otherwise, while participating in the Programs, including transportation to and from said programs. Participants may be transported via public transportation, rented vehicles, third-party services, or program staff personal vehicles.

The risk of injury from the activities involved in the Programs is significant, including the potential for serious bodily injury, death, and property damage. I am fully aware of the risks and hazards associated with participating in this activity and I voluntarily, without any inducement, elect to participate. I KNOWINGLY AND VOLUNTARILY ASSUME ALL RISKS, BOTH KNOWN AND UNKNOWN, AND ASSUME FULL RESPONSIBILITY FOR ANY PERSONAL INJURY, INCLUDING DEATH, THAT MAY BE SUSTAINED BY ME OR ANY LOSS OR DAMAGE TO PROPERTY OWNED BY ME AS A RESULT OF BEING ENGAGED IN SUCH ACTIVITY.

I willingly agree to comply with the stated and customary terms and conditions for participation. If, however, I observe any unusual, significant hazard during my presence or participation, I will cease participating and bring such hazard to the attention of the nearest official.

In consideration for permitting you to participate in the event, you, for himself/herself and for his/her heirs, personal representatives, and assigns, agrees as follows:

- a) I acknowledge the presence in the community of dangerous and deadly communicable diseases and viruses including COVID-19;
- b) I understand that, by participating in the event, I may be exposed to a communicable disease and/or virus including COVID-19;
- c) I understand that USA Boccia cannot, and do not claim to, protect me from transmitting a communicable disease and/or virus including COVID-19;
- d) I am knowingly and voluntarily assuming the risk of exposure to and transmission of a communicable disease and/or virus including COVID-19 while participating in the event;
- e) I am not knowingly carrying or infected with a communicable disease and/or virus including COVID-19 & have no symptoms consistent with such a disease and/or virus including cough, shortness of breath, fever, chills, muscle pain, headache, sore throat, and/or new loss of taste or smell;
- f) I will not participate in the event if at that time I am knowingly carrying or infected with a communicable disease and/or virus including COVID-19 or I have symptoms consistent with such a disease and/or virus including cough, shortness of breath, fever, chills, muscle pain, headache, sore throat, and/or new loss of taste or smell;
- g) I release, waive, discharge, and covenant not to sue USA Boccia from and for any liability resulting from my exposure to or transmission of any communicable disease and/or virus including COVID-19; and
- h) I expressly agree that this assumption of risk, release, and waiver of liability agreement is intended to be as broad and inclusive as is permitted by the laws of the State of New York. If any portion of this Agreement is held invalid, I agree that the balance shall continue in full legal force and effect.

In the event that I am unable to do so because of an injury or illness, I hereby consent to the administration of first aid or other medical treatment. I agree to assume full responsibility for payment of any and all fees incurred as a result of such medical treatment. I understand that all participants in the Programs are required to have their own medical insurance coverage and that neither USA Boccia or any other sponsoring entities and “partners” provide such coverage.

**I hereby voluntarily and without compensation authorize visual images and/or voice recordings to be made of me by or on behalf of USA Boccia and other sponsoring entities and “partners” during the Programs. I also authorize the foregoing entities and their assigns to reproduce, modify, publicize, broadcast, and display any such visual images or voice recordings, with or without my name, without notice or payment of any royalty, fee, or other compensation of any character to me for the use of my image, name, or voice.**

I hereby covenant not to sue and release the Releasees and their employees, contractors, licensees and assigns from and against any and all claims that I may have for invasion of privacy, right of publicity, defamation, copyright infringement, or any other cause of action arising out of the use, adaptation, reproduction, distribution, broadcast, or exhibition of my likeness, name or voice.

This covenant not to sue, release and hold harmless agreement is binding on me, my heirs, assigns, personal representatives, administrators, and next of kin.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT INDUCEMENT.

I have read and fully understand the above important information, warning of risk, assumption of risk and waiver and release of all claims. If registering on-line or via fax, my on-line or facsimile signature shall substitute for and have the same:

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Name of Athlete (print)

Signature of Athlete (if at least 18 years of age)

Date

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Name of Parent/Legal Guardian (print)

Signature of Parent/Legal Guardian

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