



**WAIVER OF LIABILITY AND HOLD HARMLESS RELEASE RELATED TO COVID-19  
AND PARTICIPATION IN TOWN & COUNTY ATHLETIC ACTIVITIES**

The student named below has requested permission to participate in Town & Country School (“T&C”) interscholastic athletic activities that include, but are not limited to, practices, training sessions, meetings, games, tournaments, any other competitive endeavor, any related T&C transportation to and from the foregoing, and entering and remaining in premises leased or owned by T&C, and other venues, at the time when the interscholastic athletic activity is being held (collectively, “Athletic Activities”). In consideration for being permitted to participate in Athletic Activities, I hereby acknowledge, affirm, and agree to the following:

1. I acknowledge that I am aware that by participating in Athletic Activities that there is a risk of being exposed to COVID-19, and/or any mutation or variation thereof or any other communicable disease. I am also aware that such an exposure can occur either directly or indirectly whether or not a mask and/or gloves are worn and that T&C cannot guarantee that by participating in Athletic Activities that there will be no exposure to COVID-19 or other communicable disease. T&C cannot completely mitigate the transfer of communicable diseases like COVID-19 especially when individuals are involved in Athletic Activities. Participation in Athletic Activities includes possible exposure to and illness, injury, or death from infectious diseases including COVID-19.
2. I understand that my child’s participation in Athletic Activities is not required. Athletic Activities are voluntary, and I have independently evaluated and reviewed the risks of my child being exposed to or infected by COVID-19 or all other communicable diseases and have decided to allow my child to participate in the Athletic Activities with full knowledge and acceptance of the risks.
3. In consideration for providing my child the opportunity to participate in Athletic Activities and any related transportation to and from Athletic Activities, both my child and I voluntarily agree to waive and discharge any and all claims against T&C, the Board of T&C, and T&C’s officers, agents, employees, volunteers, and representatives and release them from liability for any exposure to or illness or injury from an infectious disease including COVID-19, including claims for any negligent actions of T&C, the Board of T&C, and T&C’s officers, agents, employees, volunteers, and representatives to the fullest extent allowed by law, for myself, my spouse, children, our estates, our heirs, our administrators, our executors, our assignees, and our successors.



4. I also agree to release, exonerate, discharge, and hold harmless T&C, the Board of T&C, T&C's officers, agents, employees, volunteers, and representatives from all liability, claims, causes of action, or demands, including attorney fees, fines, fees, or other costs (e.g., medical costs) arising out of any exposure to or illness or injury from an infectious disease including COVID-19, which may result from or in connection with my child's participation in Athletic Activities.
  
5. I further certify and represent that I have the legal authority to waive, discharge, release, and hold harmless the released parties on behalf of myself and the student named below.
  
6. I certify that I have read this document in its entirety and fully understand its contents. In exchange for the opportunity to participate in Athletic Activities, the student named below and I freely and voluntarily assume all risks of such hazards and notwithstanding such, release T&C, the Board of T&C, T&C's officers, agents, employees, volunteers, and representatives from all liability for any loss regardless of cause, and claims arising from the student's participation in Athletic Activities.

_____	_____	_____
Student Name	Student Signature (if Student is 18 or older)	Date
_____	_____	_____
Parent/Guardian Name	Parent/Guardian Signature	Date