

# **THE PARKWAY BANK SPORTS COMPLEX INDEMNITY RELEASE AND WAIVER AGREEMENT FOR MINOR PARTICIPANTS**

## **Bandit Academy – Village of Rosemont**

### **Assumption of the Risk and Waiver of Liability Relating to Coronavirus/COVID-19**

1. 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, prohibited the congregation of groups of people. The Village of Rosemont/Bandit Academy has put in place preventative measures to reduce the spread of COVID-19; however, the Bandit Academy cannot guarantee that you or your child(ren) will not become infected with COVID-19. Further, attending the Bandit Academy camps, clinics or private lessons 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 Bandit Academy events and that such exposure 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 Bandit Academy events may result from the actions, omissions, or negligence of myself and others, including, but not limited to, Bandit Academy 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 Bandit Academy or participation in Bandit Academy programming. On my behalf, and on behalf of my children, I hereby release, covenant not to sue, discharge, and hold harmless the Village of Rosemont/Bandit Academy, 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 any Claims based on the actions, omissions, or negligence of the Village of Rosemont/Bandit Academy, its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation in any Bandit Academy program.
2. **Indemnity and Release.** The Undersigned (the "**Indemnitor**"), in consideration of the opportunity for his/her minor child(ren) or ward(s) (the "**Participant(s)**") [insert name(s) of minor child/ward participants to participate in on or about The Bandit Academy training in or about the premises of THE PARKWAY BANK SPORTS COMPLEX in Rosemont, Illinois (the "**Dome**"), hereby agrees to DEFEND, INDEMNIFY, RELEASE and hold the Village of Rosemont, the owner of THE PARKWAY BANK SPORTS COMPLEX, and all volunteers, instructors, coaches, sponsors, advertisers, officers, agents, employees, contractors, underwriters and consultants, and any other persons or entities who give recommendations, directions or instructions, or engage in risk evaluation or loss control activities regarding the Event or the premises of THE PARKWAY BANK SPORTS COMPLEX (individually and collectively referred to the "**Releasees**"), FREE and HARMLESS from any and all actions, suits or claims for injuries, death, pain, suffering, loss, property damage or any other harm that may arise or is sustained as a direct or indirect result of Participant's participation in the Event and/or Participant's entry onto the premises of THE PARKWAY BANK SPORTS COMPLEX in connection with the Event (the "**activities of THE PARKWAY BANK SPORTS COMPLEX**"), and any events incidental thereto (the "**Claims**"). The Indemnitor hereby acknowledges and agrees that the opportunity for Participant to participate in the Event is a valuable and adequate consideration for this undertaking.
3. **Acknowledgment and Assumption of Risks.** Indemnitor recognizes and acknowledges that there are certain risks of physical injury to any individual who participates in activities of THE PARKWAY BANK SPORTS COMPLEX. These risks may be caused by the negligence or acts of others, including the negligence or acts of the Releasees. Indemnitor further acknowledges that there may be other risks regarding Participant participating in activities of THE PARKWAY BANK SPORTS COMPLEX that are not known or reasonably foreseeable at this time, and Indemnitor accepts and assumes such risks and the responsibility for any losses, damages or Claims that may result therefrom, regardless of how they may be caused or arise. Indemnitor further assumes and agrees to bear the full risk of, and legal liability for, any injuries, damages, loss or wrongful death that either my minor child or ward identified above as Participant(s) or I may sustain that arise directly or indirectly, out of or relate in any way to any activities of THE PARKWAY BANK SPORTS COMPLEX. I further agree that no breach by the Releasees, or any of them, of any of their respective obligations or duties owed or claimed to be owed to Participant, whether or not arising under this Waiver, shall entitle Participant to terminate or rescind this Waiver, or to claim that this Waiver is invalid or unenforceable.
4. **Waiver of Right to Sue.** Indemnitor waives any and all rights to now or hereafter commence or prosecute any Claims against Releasees. By agreeing to this Indemnity, Release and Waiver, Agreement (the "**Waiver**"), Indemnitor understands that he/she is expressly waiving and releasing the Releasees from any actions, claims or suits for injuries, death, pain, suffering, loss, property damage or any other harm that may arise or is sustained by Participant as a direct or indirect result of Participant's participation in any activities of THE PARKWAY BANK SPORTS COMPLEX, wherever or however they may occur.

THE UNDERSIGNED REPRESENTS AND ACKNOWLEDGES THAT HE/SHE HAS HAD ADEQUATE TIME AND OPPORTUNITY TO REVIEW THIS WAIVER AND FULLY UNDERSTANDS ITS TERMS. BY SIGNING THIS AGREEMENT, THE UNDERSIGNED INDEMNITOR FREELY, VOLUNTARILY, COMPLETELY AND UNCONDITIONALLY RELEASE AND DISCHARGE THE RELEASEES FROM ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

**Participant(s) Name(s)**

x \_\_\_\_\_

**Print Name of Parent/Guardian Name of Club Participant(s)**

x \_\_\_\_\_

**Signature of Parent/Guardian**

x \_\_\_\_\_

**Date** \_\_\_\_\_