

COVID-19 WAIVER OF LIABILITY

In consideration of permission to enter (facility name and address) (the "Facility") for purposes of attending or participating in a North American Flyball Association ("NAFA") Sanctioned Flyball Tournament on (date) (the "Tournament"), I, for myself and on behalf of my family and successors, hereby acknowledge and agree to the following:

1. I understand that the novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization; that COVID-19 is extremely contagious; that medical evidence has shown that the virus can cause serious and potentially life-threatening illness and death; that COVID-19 is believed to spread from person-to-person contact and/or by contact with contaminated surfaces and objects; and/or through the air; that people may be infected with COVID-19 and show no symptoms yet still spread the disease; and that, federal, state/provincial, and local governments and federal and state/provincial health agencies recommend social distancing and the wearing of personal facial coverings and have, in many locations, including Facility State/Province, prohibited or limited the congregation of groups of people.

2. I understand that although the NAFA and (host club name) "Host Club", in order to reduce the spread of COVID-19, have instituted certain preventative measures within the confines of the Facility, NAFA and the Host Club cannot prevent me from becoming exposed to or contracting COVID-19 while in the Facility and/or during the Tournament. I therefore understand and acknowledge that by entering the Facility and/or participating in the Tournament, I may be exposing myself to and/or increasing my risk of contracting COVID-19. With full knowledge and understanding of such risk, I hereby willingly choose to accept the risk of being exposed to and/or contracting COVID-19 in order to enter the Facility and participate in the Tournament.

3. I hereby forever release, covenant not to sue, waive, discharge and hold harmless NAFA and the Host Club, their owners, officers, directors, judges, managers, employees and volunteers (collectively the "Released Parties") from all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or in connection with exposure, infection and/or spread of COVID-19 related to my entering the Facility and/or participating in the Tournament. I understand and agree that this waiver includes any claims based on the omissions or negligence of the Released Parties, whether a COVID-19 infection occurs before, during or after I enter the Facility and/or participate in the Tournament.

4. By signing below, I acknowledge and represent that I have read the foregoing Waiver of Liability, understand it, and sign it voluntarily as my own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years of age and fully competent; and I execute this document for full, adequate, and complete consideration fully intending to be bound by the same. I agree that this Waiver of Liability shall be governed by and construed in accordance with State/Provincial law, and that if any of the provisions hereof are found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision(s) shall be deemed modified to the limited extent required to permit enforcement of the Waiver of Liability as a whole.

5. I fully attest to the best of my knowledge that I do not have COVID-19 at the time of attending this event. I also attest that I have NOT been in contact with or exposed to any known carrier of COVID-19 within the past 15 days. I will follow all NAFA and Facility rules and requirements to reduce any exposure and possibility of contracting or spreading the virus. I will also fully cooperate with any City, County, Region, Province, or State guidelines that have jurisdiction in the area in which the Tournament is taking place.

I HAVE CAREFULLY READ AND FULLY UNDERSTAND ALL PROVISIONS OF THIS WAIVER OF LIABILITY, AND FREELY AND KNOWINGLY ASSUME THE RISK AND WAIVE MY RIGHTS CONCERNING LIABILITY AS DESCRIBED ABOVE:

Printed Name: _____ Signature: _____ Date: _____