



88 Wells Ave., Newton, MA 02459 (617) 244-3300 office@exxxcel.net

### **Assumption of the Risk and Waiver of Liability Supplement Relating to COVID**

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.

Exxxcel Gymnastics LLC has put in place preventative measures to reduce the spread of COVID-19; however, Exxxcel Gymnastics LLC cannot guarantee that you or your child(ren) will not become infected with COVID-19. Further, attending Exxxcel Gymnastics LLC 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 Exxxcel Gymnastics LLC 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 Exxxcel Gymnastics LLC may result from the actions, omissions, or negligence of myself and others, including, but not limited to, Exxxcel Gymnastics LLC 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 Exxxcel Gymnastics LLC or participation in Exxxcel Gymnastics LLC programming ("Claims"). On my behalf, and on behalf of my children, I hereby release, covenant not to sue, discharge, and hold harmless Exxxcel Gymnastics LLC, 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 Exxxcel Gymnastics LLC, its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation in any Exxxcel Gymnastics LLC program.

I understand that this is a supplement to the 2020-2021 Release Form.

Signature of Parent/Guardian \_\_\_\_\_ Date: \_\_\_\_\_

Print Name of Parent/Guardian \_\_\_\_\_

Name of Student(s)

\_\_\_\_\_