

**THIS IS AN IMPORTANT LEGAL DOCUMENT – READ CAREFULLY BEFORE SIGNING  
WELLS-OGUNQUIT YOUTH FOOTBALL & CHEERING ASSOCIATION**

**LEGALLY BINDING COVID-19 RELEASE AND INDEMNITY AGREEMENT**

1. Identification and Assumption of Risks. I agree that I am personally responsible for my health and safety as a participant of **WELLS-OGUNQUIT YOUTH FOOTBALL & CHEERING ASSOCIATION (hereinafter “WOYFCA”)**. I recognize that I am at higher risk of contracting COVID-19 by participating in **WOYFCA** activities and using its facilities and services. Contraction of COVID-19 by me may result from my actions or omissions or the actions or omissions of others, including negligence of **WOYFCA**, other participants of **WOYFCA**, or others.

2. Assumption of Risks. I voluntarily and expressly assume all risks of contracting COVID-19, including disability and death, that may arise out of or result from my participating in **WOYFCA** activities and entering and using its facilities and services, including those that arise from the actions or omissions, including negligence, of any of the Releasees identified below, other participants, or others. I agree to comply with all **WOYFCA** policies and rules, including without limitation complying with all signage and instructions. I understand that notwithstanding my compliance with policies, rules, signage and instructions, I am nevertheless subject to the risk of contracting COVID-19 by participating in **WOYFCA** activities and entering and using its facilities and services.

3. Release and Indemnification. I, for myself and on behalf of my relatives, guardians, personal representatives, heirs, beneficiaries, and assigns, hereby voluntarily and unconditionally RELEASE and agree to INDEMNIFY AND HOLD HARMLESS **WOYFCA**, its owners, officers, agents, servants, independent contractors, affiliates, employees, successors, and assigns (collectively the “Releasees”), from and against any and all claims, liabilities, damages, losses, costs, and expenses, including reasonable attorneys’ fees, arising out of or resulting from, directly or indirectly, my participating in **WOYFCA** activities and using its facilities and services, including without limitation, those arising out of or resulting from personal injury (including disability or death) from COVID-19, or any other injury related to COVID-19, INCLUDING ANY AND ALL CLAIMS AND/OR LIABILITIES THAT ARISE OUT OF OR RESULT FROM ANY ACTIONS OR OMISSIONS, INCLUDING NEGLIGENCE, on the part of any of the Releasees. I hereby PROMISE NOT TO SUE any of the Releasees with respect to any of the foregoing claims and/or liabilities.

4. Governing Law. This Release and Indemnity Agreement (the “Agreement”) shall be governed by the laws of the State of Maine. If any provision of this Agreement is determined to be unenforceable, all other provisions shall be given full force and effect.

**I HAVE CAREFULLY READ AND I UNDERSTAND AND VOLUNTARILY AGREE TO ALL TERMS OF THIS AGREEMENT. I UNDERSTAND THAT THIS IS A LEGALLY BINDING AGREEMENT AND THAT EACH AND EVERY PERSON AND ENTITY CONSTITUTING ONE OF THE RELEASEES IS EXPRESSLY INTENDED TO BE AND IS HEREBY MADE A BENEFICIARY OF THIS AGREEMENT. I UNDERSTAND THAT I HAVE GIVEN UP RIGHTS BY SIGNING BELOW AND I INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF AND INDEMNITY AGAINST ALL CLAIMS AND LIABILITIES TO THE GREATEST EXTENT ALLOWED BY LAW.**

Printed Name of Participant: _____	Date of Birth: _____
_____	
Signature of Participant _____	Date Signed: _____

**SIGNATURE OF PARENT OR GUARDIAN REQUIRED FOR PARTICIPANTS UNDER THE AGE OF 18**

I verify that I am the parent or guardian of the above-named participant (the “Participant”) and that I have the authority to enter into this Agreement. I have read, understood, and agree to be bound by the terms of this Agreement. If any claim or action is brought that is in contravention of this Agreement, including any claims or actions arising out of the ACTIONS OR OMISSIONS, INCLUDING NEGLIGENCE, on the part of any of the Releasees, I hereby agree to INDEMNIFY AND HOLD HARMLESS each of the Releasees from and against all of the claims and/or liabilities identified in this Agreement, including all damages and legal fees that may be incurred by any of the Releasees. I further RELEASE each and every one of the Releasees from all liabilities and all claims for, or in any way arising out of, any PERSONAL INJURY (INCLUDING DISABILITY OR DEATH) related to COVID-19 that result, directly or indirectly, from the Participant’s use of the **WELLS-OGUNQUIT YOUTH FOOTBALL & CHEERING ASSOCIATION** facilities and services, regardless of cause, including without limitation all liabilities and claims that arise out of or are alleged to arise out of the ACTIONS OR OMISSIONS, INCLUDING NEGLIGENCE, on the part of any of the Releasees. I acknowledge and agree that each and every person constituting one of the Releasees is expressly intended to be and is hereby made a beneficiary of this Agreement.

Printed Name of Parent/Guardian: _____	Date: _____
Signature of Parent/Guardian: _____	

***THIS IS AN IMPORTANT LEGAL DOCUMENT – READ CAREFULLY BEFORE SIGNING***