

St. Louis Regional Chapter

## The ALS Association Game On! Waiver and Release

We have taken enhanced health and safety measures in planning The ALS Association Game On! (Event). Participants must be registered [and meet participation requirements] to participate and must follow all posted instructions while participating in this Event.

I acknowledge and agree that:

- I am participating in this Event at my own risk.
- COVID-19, caused by the SARS-CoV-2 virus, is an extremely contagious disease that can lead to severe illness and death.
- There is not a full understanding of transmission and levels of contagion in different environments and circumstances; however, there is an inherent risk of exposure to COVID-19 in any public place where people are present.
- While the organizers and sponsors of the Event have taken steps to put enhanced health and safety measures in place, those measures cannot be guaranteed to eliminate the risks related to COVID-19.
- According to the <u>Centers for Disease Control and Prevention</u> (CDC), senior citizens and individuals with underlying medical conditions are especially vulnerable to COVID-19 infection and severe complications from the disease, including permanent disability and death.
- I have considered the risks presented by participating in this Event have consulted with my physician as needed to assist in understand how those risks may apply to me, based on my personal characteristics and health history.
- I will only participate in the Event if I am healthy and well on the day of the Event. If I do not feel well, and/or if have any of the <u>symptoms</u> identified by the CDC that may be related to COVID-19, or have been exposed to someone with active COVID-19 infection in the previous 14 days, I will not participate in [the walk/this event].
- I may be asked to leave this Event if I do not comply with posted requirements for participation.

By participating in this Event I agree to voluntarily assume all risks related to such participation, including but not limited to the risk of exposure to COVID-19, and agree to forever release and hold harmless from all costs, expenses, damages, claims, lawsuits, judgments, losses, and/or liabilities (including attorney's fees) (collectively, Losses) directly or indirectly arising out of or related to any loss, damage, or injury, including death, that may be sustained by me related to this Event whether caused by negligence of The ALS Association St. Louis Regional Chapter, The ALS Association and their respective affiliates, subsidiaries, employees, contractors and volunteers or any third party participating in or who is otherwise present at this Event.

This Wavier and Release shall be governed by and construed in accordance with St. Louis 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 Wavier and Release as a whole.

I further grant full permission for organizers to use photographs, videotapes, motion pictures, recordings, or any other record of this event.