

# Greater Kansas City Cross Country Coaches Association WAIVER

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

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. **Greater Kansas City Cross Country Coaches Association (GKCCCA)** has put in place preventative measures to reduce the spread of COVID-19 at the Kansas City Cross Country Classic; however, **GKCCCA cannot guarantee that you will not become infected with COVID-19.** Further, participation could increase your risk of contracting COVID-19.

By signing this waiver/agreement, **I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that your child may be exposed to or infected by COVID-19 by participation; 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 the Kansas City Cross Country Classic may result from the actions, omissions, or negligence of myself and others, including, but not limited to, GKCCCA's 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 myself or my child (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 may experience or incur in connection with my participation at the Kansas City Cross Country Classic.**

By voluntarily entering my child(ren) in the Kansas City Cross Country Classic, I acknowledge and agree that I am assuming the risk of my child(ren) or myself possibly contracting COVID-19. Further, I acknowledge and agree that on my behalf and on behalf of my child(ren) I am voluntarily waiving any claim of liability against the organizations should my child(ren) or I contract COVID-19 as a result of participating in the Kansas City Cross Country Classic.

On my behalf and my child's behalf, I hereby release, covenant not to sue, discharge, and hold harmless GKCCCA, 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 GKCCCA, its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation the Kansas City Cross Country Classic.

I represent that I have adequate medical insurance to cover any injury or illness I or my child may suffer or cause while participating in this activity, or else I agree to bear the costs of such injury or illness myself. I further represent that my child has no medical or physical condition which could interfere with his/her safety in this activity, or else I am willing to assume – and bear the costs of – all risks that may be created, directly or indirectly, by any such condition. In the event that I file a lawsuit, I agree to do so in Missouri where the event is located, and I further agree that the substantive law of that Missouri shall apply. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

**By signing this document, I agree that if I or my child is exposed or infected by COVID-19 during my child's participation in this activity, then I may be found by a court of law to have waived my right to maintain a lawsuit against the parties being released on the basis of any claim for negligence.**

**I have had sufficient time to read this entire document and, should I choose to do so, consult with legal counsel prior to signing.** Also, I understand that this activity might not be made available to me or that the cost to engage in this activity would be significantly greater if I were to choose not to sign this release and agree that the opportunity to participate at the stated cost in return for the execution of this release is a reasonable bargain.

**I have read and understood this document and I agree to be bound by its terms. I agree that I will practice safe social distancing and clean hygiene during my participation the Kansas City Cross Country Classic 2020.**

\_\_\_\_\_  
Athlete Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Parent/Guardian Signature (athlete if over 18)