

**AGREEMENT**  
**WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT**  
**Complete Waiver, Release of Claims, and Covenant not to Sue**

The Metropolitan Philadelphia Athletic Association (“MPAA”), (“STUDENT ATHLETE”), and (“ALL PARENTING ADULTS”), (STUDENT ATHLETE and ALL PARENTING ADULTS individually and jointly referred to as “ATHLETE”) hereby agree to the following terms:

**1. Definitions**

Athletic Activities are practices, scrimmages and contests for amateur sports sanctioned by the MPAA.

MEMBERS are those Member-schools and Member-organizations that field sports teams, sponsor sports events, and facilitate contests pursuant to Membership in the MPAA.

**2. Medical Information**

ALL PARENTING ADULTS agree, warrant and guarantee that it is ALL PARENTING ADULTS’ sole responsibility to report to MEMBERS any physical or mental condition of STUDENT ATHLETE which may require attention during Athletic Activities, including STUDENT ATHLETE’s exposure, diagnosis, or symptoms related to COVID-19.

**3. COVID-19 Acknowledgement**

Even with the mitigation steps taken by MEMBERS and mitigation steps taken by ATHELETES, ALL PARENTING ADULTS acknowledge that MEMBERS cannot prevent the risks of exposure to COVID-19 that may result from attending or participating in MEMBERS athletic activities. PARENTING ADULT and STUDENT ATHLETE acknowledge they have executed the below “2021-22 School Year Supplemental Acknowledgment, Waiver, and Release: COVID-19”.

**4. Complete Waiver, Release of Claims, and Covenant not to Sue**

In consideration for ATHLETE’S participation in Athletic Activities with the consent of Russell Byers Charter School, the sufficiency of which ATHLETE hereby acknowledge, **ATHLETE hereby expressly WAIVE, RELEASE, FOREVER DISCHARGE AND AGREE TO**

**INDEMNIFY AND SAVE AND HOLD HARMLESS AND COVENANT NOT TO SUE**

MPAA, its respective agents, servants, officers, directors, officials, board members, attorneys, employees (whether past or present), MPAA appointed successors and assigns, individually and in their official capacity, from any and all claims, liabilities, allegations, covenants, rights, causes of action, demands and damages of any kind, known or unknown, under any statute, regulation or law, arising out of, related to, concerning, or in any way connected with Athletic Activities to the fullest extent permitted by law. **ATHLETE/s voluntarily assume full responsibility for any risks of loss, property damage, or personal injury, including death**, that may be sustained by the ATHLETE/s or any known, unknown or unforeseen invitee of ATHLETE to Athletic Activities as a result of ATHLETE's or such invitee's participation in Athletic Activities to the fullest extent permitted by law.

**REMAINDER OF PAGE LEFT INTENTIONALLY BLANK, AND  
SIGNATURES FOLLOW ON CURRENT PAGE.**

I hereby acknowledge that I have read this Agreement, know and understand its contents, agree to abide by each of the terms, and have signed it voluntarily and of my own free will. In addition, by signing this form, I am assuring that the health information provided to MEMBERS is accurate. In addition, by signing this form, I am assuring that no oral representation or statements or inducements, apart from the foregoing written agreement and attached exhibits, have been made, and that I am fully competent to execute this Agreement, and that it is my express intent that this Release shall bind the members of my family and spouse, if I am alive, and my heirs, assigns and personal representative(s), if I am deceased, and shall be deemed to be as RELEASE, WAIVER, DISCHARGE AND COVENANT NOT TO SUE the Releasees named in Paragraph 4 of this Agreement.

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**2021-22 SCHOOL YEAR SUPPLEMENTAL ACKNOWLEDGMENT, WAIVER AND  
RELEASE: COVID-19**

The COVID-19 pandemic presents athletes with a myriad of challenges concerning this highly contagious illness. Some severe outcomes have been reported in children, and even a child with a mild or even asymptomatic case of COVID-19 can spread the infection to others who may be far more vulnerable.

While it is not possible to eliminate all risk of being infected with or furthering the spread of COVID-19, the Metropolitan Philadelphia Athletic Association (“MPAA”) has urged all of its Member Schools to take necessary precautions and comply with guidelines from the federal, state, and local governments, the CDC and the PA Departments of Health and Education to reduce the risks to athletes, coaches, and their families. As knowledge regarding COVID-19 is constantly changing, MPAA reserves the right to adjust and implement precautionary methods as necessary to decrease the risk of exposure to athletes, coaches and other involved persons. Additionally, each school has been required to adopt internal protocols to reduce the risk of transmission.

By signing this form, the undersigned acknowledge that they are aware of the highly contagious nature of COVID-19 and the risks that they may be exposed to or contract COVID-19 or other communicable diseases by permitting the undersigned student to participate in interscholastic athletics. They understand and acknowledge that such exposure or infection may result in serious illness, personal injury, permanent disability or death. They acknowledge that this risk may result from or be compounded by the actions, omissions, or negligence of others. The undersigned further acknowledge that certain vulnerable individuals may have greater health risks associated with exposure to COVID-19, including individuals with serious underlying health conditions such as, but not limited to: high blood pressure, chronic lung disease, diabetes, asthma, and those whose immune systems that are compromised by chemotherapy for cancer, and other conditions requiring such therapy. While particular recommendations and personal discipline may reduce the risks associated with participating in athletics during the COVID-19 pandemic, these risks do exist. Additionally, persons with COVID-19 may transmit the disease to others who may be at higher risk of severe complications.

By signing this form, the undersigned acknowledge, after having undertaken to review and understand both symptoms and possible consequences of infection, that they understand that participation in interscholastic athletics during the COVID-19 pandemic is strictly voluntary and that they agree that the undersigned student may participate in such interscholastic athletics. The undersigned also understand that student participants will, in the course of competition, interact with and likely have contact with athletes from their own, as well as other, schools, including schools from other areas of the Commonwealth. Moreover, they understand and acknowledge that Russell Byers Charter School, MPAA and MPAA’s member schools cannot guarantee that transmission will not occur for those participating in interscholastic athletics.

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**NOTWITHSTANDING THE RISKS ASSOCIATED WITH COVID-19, WE, THE  
UNDERSIGNED, ACKNOWLEDGE THAT WE HAVE READ THIS “2021-22 SCHOOL**

**YEAR SUPPLEMENTAL ACKNOWLEDGMENT, WAIVER AND RELEASE: COVID-19” AND ARE VOLUNTARILY ALLOWING STUDENT TO PARTICIPATE IN INTERSCHOLASTIC ATHLETICS WITH KNOWLEDGE OF THE DANGER INVOLVED. WE HEREBY AGREE TO ACCEPT AND ASSUME ALL RISKS OF PERSONAL INJURY, ILLNESS, DISABILITY AND/OR DEATH RELATED TO COVID-19, ARISING FROM SUCH PARTICIPATION, WHETHER CAUSED BY THE NEGLIGENCE OF MPAA OR OTHERWISE.**

**We hereby expressly waive and release any and all claims**, now known or hereafter known, against Russell Byers Charter School, MPAA, and its officers, directors, employees, agents, members, successors, and assigns (collectively, "Releasees"), on account of injury, illness, disability, death, or property damage arising out of or attributable to Student’s participation in interscholastic athletics and being exposed to or contracting COVID-19, whether arising out of the negligence of MPAA or any Releasees or otherwise. We covenant not to make or bring any such claim against MPAA or any other Releasee, and forever release and discharge MPAA and all other Releasees from liability under such claims.

Additionally, we shall defend, indemnify, and hold harmless Russell Byers Charter School, MPAA and all other Releasees against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorney fees, fees, and the costs of enforcing any right to indemnification and the cost of pursuing any insurance providers, incurred by/awarded against the student’s school, MPAA or any other Releasees in a final judgment arising out or resulting from any claim by, or on behalf of, any of us related to COVID-19.

We willingly agree to comply with the stated guidelines put forth by the student’s school and MPAA to limit the exposure and spread of COVID-19 and other communicable diseases. We certify that the student is, to the best of our knowledge, in good physical condition and allow participation in this sport at our own risk. By signing this Supplement, we acknowledge that we have received and reviewed the student’s school athletic plan

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SIGNATURE OF STUDENT

PRINT STUDENT’S NAME

DATE: \_\_\_\_\_

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SIGNATURE OF PARENT/GUARDIAN

PRINT PARENT/GUARDIAN’S NAME

DATE: