



DAKOTA GOLD ACADEMY

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. 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.

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

PARTICIPATION WAIVER FORM
ASSUMPTION OF RISK, WAIVER OF LIABILITY, AND MEDICAL AUTHORIZATION

Athletic participation assumes the risk of personal injury. Such injuries are not limited to, but may range in severity from temporary injuries (sprains, dislocations, and fractures) to major catastrophic injuries (paralysis, brain damage) that can result in permanent disability or even death, which can be caused by ones' own actions, or inactions, those of others participating in the event, the conditions in which the event takes place, or the negligence of the "releases" named below: and that there may be other risks either not known to me or not readily foreseeable at this time. While certain skills within the sport of gymnastics/cheer/dance involve greater risk; protective equipment, advances in sports medicine, improved coaching techniques, and a safe environment cannot eliminate the possibility of injury. I understand the nature of the above referenced activities and the Minor's experience and capabilities and believe the minor to be qualified to participate in such activity. I hereby Release, discharge, covenant not to sue Dakota Gold Gymnastics and Dance, Inc. and AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS each of the Releases (administrators, directors, agents, officers, volunteers, and employees, other participants, any sponsors, advertisers and, if applicable, owners and lesser of premises) from all liability, claims, demands, losses or damages on the minor's account caused or alleged to have been caused in whole or in part by the negligence of the releases or otherwise, including negligent rescue operations, and further agree that if, despite this release, I, the minor, or anyone on the minor's behalf makes a claim against any of the above Releases, I WILL INDEMNIFY, SAVE AND HOLD HARMLESS each of the Releases from any litigation expenses, attorney fees, loss liability, damage, or cost any Release may incur as the result of any such claim. I also give permission for Dakota Gold staff to request medical attention if deemed necessary.

Child's Name: _____

Parent's Printed Name: _____

Parent's Signature: _____

Date: _____

Phone #: _____