

**Coulee Alpine Racing, Inc. COVID-19 Waiver of Liability and Assumption of Risk Agreement**

I, \_\_\_\_\_ am an adult participant or the parent/guardian of a participant of a Organized Youth Sports Program operated by "Coulee Alpine Racing, Inc. In consideration for Coulee Alpine Racing permitting me or my child to participate in the Program, I hereby acknowledge and agree to the following:

**INFORMED CONSENT.** I certify that I have been informed of and I understand the various aspects of the Program. I recognize and understand that during the Program certain risks and dangers may arise, including but not limited to, the exposure to and contraction of a disease or illness such as Coronavirus or COVID-19 from the coaches/supervisors and participants in the program or surfaces in or around the facilities. I certify that I have educated and informed myself and my child, if applicable, about diseases, illnesses, and other health concerns that may result from participating in the Program and understand that my child or I may be at risk of being exposed to and contracting illnesses or diseases such as COVID-19 during operation of the Program operated by Coulee Region Racing, Inc. I understand that these risks will exist even with careful planning and adequate precautions. Knowing the inherent risks and dangers involved, I hereby grant permission for my child to participate in the Program operated by Coulee Alpine Racing, Inc. or agree to participate myself in the program.

**ASSUMPTION OF RISK.** I understand and am aware that there are potential dangers incidental to me or my child's participation in the Program, some of which may be dangerous and which may expose me or my child to the risk of personal injuries, disease or illness, and even death. I understand that there are potential risks as a consequence of, but not limited to, touching surfaces or being exposed to others who may have contracted COVID-19. In consideration of receiving permission to participate in the Program, I, on behalf of myself and, if applicable, my child, agree that I and/or my child have read and will abide by the Coulee Alpine Racing, Inc's COVID Preparedness Plan and Procedures, knowing that these Plans are subject to change from day-to-day based on ongoing modifications to guidelines from the Center for Disease Control ("CDC") and other state and federal authorities. I further knowingly and voluntarily assume all risks of injury, disease or illness, death, and property damage or less, both known and unknown, that may result from my participation or my child's participation in the Program unless they arise from the Coulee Alpine Racing Inc's gross negligence or intentional acts, and I assume full responsibility for my participation or my child's participation in the Program.

**RELEASE AND WAIVER OF LIABILITY.** In consideration for Coulee Alpine Racing Inc. permitting me or my child to participate in the Program, on behalf of myself, my child, if applicable, my personal representatives, heirs, executors, administrators, agents, and assigns, I hereby voluntarily forever release, waive, discharge, and convent not to sue Coulee Alpine Racing Inc., its trustees, officers, directors, employees, agents, representatives, and volunteers ("Released Parties"), jointly and severally, from any and all liability, including any and all claims, demands, injuries, damages, causes of action (known or unknown), suits, or judgments of any and every kind (including attorneys' fees), arising from any injury, property damage, illness or disease, or death that I or my child (or any person who may contract an illness or disease such as COVID-19, directly or indirectly, from myself or my child) may suffer as a result of my child's participation in the Program, regardless of whether the injury, damage, illness or disease, or death is caused by the Released Parties, unless the injury, damage, illness or disease, or death is caused by the Released Parties' gross negligence or intentional acts.

**CHOICE OF LAW.** I hereby agree that this Agreement shall be construed in accordance with the laws of the State of Wisconsin. I understand that I may seek legal counsel to fully explain the terms of this Agreement to me before I sign it.

**SEVERABILITY.** I expressly agree that this Agreement is intended to be as broad and inclusive as is permitted by the law of the State of Wisconsin. If any term or provision of this Agreement shall be held illegal, unenforceable, or in conflict with any law governing this Agreement, the validity of the remaining portions shall not be affected thereby. To the extent any provision contained herein shall be found to be unenforceable, it shall be modified to the least extent necessary in order to render it enforceable/valid.

I have read this Agreement carefully, I fully understand its terms, and I understand that I am giving up substantial rights. I agree that no oral representations, statements, or inducement apart from the foregoing written agreement have been made. By signing below, I knowingly and voluntarily accept the terms and conditions stated above.

\_\_\_\_\_  
Participant Date

\_\_\_\_\_  
Parent/Guardian Signature Date