

Ohio/Area Envirothon

COVID-19 AND EVENT PARTICIPATION RELEASE, WAIVER, and INDEMNITY AGREEMENT

For the 2023 Ohio/Area Competition

TO THE PARTICIPANT AND THE PARENT/GUARDIAN: THIS DOCUMENT IS A RELEASE, WAIVER AND INDEMNITY THAT AFFECTS YOUR LEGAL RIGHTS. READ THOROUGHLY BEFORE SIGNING. IF YOU DO NOT UNDERSTAND YOUR LEGAL RIGHTS OR HAVE ANY QUESTIONS OR CONCERNS ABOUT THIS DOCUMENT, OBTAIN INDEPENDENT LEGAL ADVICE BEFORE YOU SIGN IT.

"You" or "Participant" as used in this form means the person filling out this form and/or attending the 2023 Area II Envirothon or 2023 State Envirothon Competition in Ohio (if the individual attending is under age 18). "Representative" as used in this form means Ohio/Area Envirothon board members, committee members, employees, state/provincial/partner nation

Envirothon program representatives, agents, insurers, sponsors, partners/affiliates, successors, assigns and any and all other persons or entities on Ohio/Area-Envirothon's behalf.

The Ohio/Area-Envirothon COVID-19 and Event Participation Release, Waiver and Indemnity Agreement ("Agreement") must be completed by any and all individuals or the parent/legal guardian if a minor, attending the 2023 Area II Envirothon Competition activities on the date of April 26, 2023 (Area II Envirothon) or 2023 State Envirothon Competition June 11 to 13, 2023 including without limitation to attendance at meetings, trainings, receptions, meals, tours, and/or any other 2023 Ohio/Area-Envirothon Competition related activities.

If the individual attending the 2023 Ohio/Area-Envirothon Competition is under the age of 18, then an Authorized Parent or Legal Guardian must give their acknowledgement and consent to the Agreement, in addition to the under-aged Participant.

Note that this Agreement:

- Must be completed without regard to the vaccination status of you, your minor child, your guests, or anyone else accompanying you.
- May be revised accordingly as appropriate to reflect changes made to federal, state, local requirements prior to the 2023 Area II/Ohio Envirothon Competition.

Governing Law and Jurisdiction

Any issue involving the creation, interpretation, performance, or enforcement of this AGREEMENT shall be governed by the applicable laws of the United States of America and the State of Ohio, notwithstanding any conflict of laws principles. You hereby consent to the exclusive jurisdiction of any state court located within the County of Huron (2023 Area II Competition) or within the County of Defiance (2023 State Competition) State of Ohio and/or a federal court having jurisdiction over Defiance County and/or Huron County, Ohio and irrevocably agree that all actions or proceedings arising out of or relating to this AGREEMENT shall be litigated exclusively in such courts. You expressly submit and consent to the jurisdiction of the aforesaid courts and waive any defense of forum non conveniens.

AUTHORIZED SIGNATURE: _____ Date: _____

If on behalf of minor child, printed name of child: _____

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Assumption of Risk and Release 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 contagious and is believed to spread mainly from person to-person contact. As a result, federal, state, and local governments and federal, state, and local health agencies recommend social distancing and have, in many locations, prohibited the congregation of groups of people, or significantly limited the size of any gathering.

With guidance from appropriate federal, state, and local COVID-19 health regulations, NCF/NCF-Envirothon will utilize preventative measures to reduce the spread of COVID-19.

However, NCF/NCF-Envirothon cannot guarantee that you will not become infected with COVID-19, any other virus or any other communicable illness or disease (the “Illness” or “Illnesses”) as a result of attendance or through travel to/from the event or your stay at in the vicinity of the event as a result of participating in meetings or other activities related to your participation in NCF/NCF-Envirothon-sponsored events. Further, attending NCF/NCF Envirothon programs or events could increase your risk of contracting an Illness.

By signing this Agreement:

- You acknowledge the contagious nature of the Illnesses and **VOLUNTARILY ASSUME**

THE RISK that you or your minor child may be exposed to or infected by illnesses by participating in or attending the 2023 Ohio/Area-Envirothon Competition and activities and that such exposure or infection may result in personal injury, illness, disease, sickness, permanent disability, and possibly death to yourself or others with whom you come in contact.

- You acknowledge an inherent risk of exposure to COVID-19 exists in any public place where people are present, including those with or without masks and additional personal protective equipment (“PPE”) or improperly using masks or PPE.
- You understand that the risk of becoming exposed to or infected by illnesses while participating in the 2023 Ohio/Area-Envirothon Competition may result from the actions, omissions, or negligence of yourself, your minor child, and others, including, but not limited to, Representatives, other program meeting participants and their families, carriers of the virus who do not have symptoms of COVID-19, as well as persons unrelated to Ohio/Area-Envirothon.
- You understand and acknowledge that Ohio/Area-Envirothon, its adult leaders and representatives cannot guarantee you or your minor child safety or mitigate all risks involved in your participation in the 2023 Ohio/Area-Envirothon Ohio Competition.

As affirmed and accepted by my signature below, I AGREE, UNDERSTAND AND VOLUNTARILY ACCEPT AND AGREE TO ASSUME ALL the foregoing risks and accept sole responsibility for any exposure that could result in illness to myself or my minor child (including, but not limited to, personal injury, sickness, disability, and death), as well as any illness, damage, loss, claim, liability, or expense, of any kind, that I or my child may experience or incur in connection with my participation in or at a sponsored or hosted Ohio/Area-Envirothon activity.

On my behalf and/or on behalf of my minor child, I hereby release and agree to not take any legal action, on behalf of myself and/or minor child and hereby formally discharge, release, and hold harmless Ohio/Area-Envirothon, its affiliates, subsidiaries, directors, officers,

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COVID-19 AND EVENT PARTICIPATION RELEASE, WAIVER, and INDEMNITY AGREEMENT employees, agents, and representatives, and the directors, officers, employees and agents of each such affiliate and subsidiary of Ohio/Area-Envirothon from all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating to such participation.

Further, I UNDERSTAND AND AGREE that this release includes any claims based on the actions, errors, omissions, and/or negligence of Ohio/Area-Envirothon, its employees,

agents, and representatives, whether an illness or event occurs before, during, or after participation in any 2023 Ohio/Area-Envirothon Competition activity or related event.

By the execution and delivery of this disclaimer, waiver, and release, I hereby acknowledge and affirm that neither I, my child, nor any other person that may accompany me or my child in connection with any 2023 Ohio/Area-Envirothon Ohio Competition program, activities or events:

- (1) has been diagnosed as having contracted any illness within the last 14 days; or
- (2) is suffering from symptoms related to any illness, including but not limited to: an elevated temperature (i.e., above 100.4 degrees Fahrenheit), a persistent cough, body or muscle aches, a “runny” nose, diarrhea, fever, chills, unusual fatigue, a sore throat, shortness of breath or difficulty breathing, or a recent loss of the sense of taste or smell.
- (3) I further acknowledge that should I or my child become ill between the date of signing this release and the meeting dates, I will notify Ohio/Area-Envirothon immediately.

I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS AGREEMENT AND RELEASE, AND HEREBY DISCHARGE, INDEMNIFY AND HOLD HARMLESS

NCF/NCF-Envirothon and its Representatives from any and all liability, claims, losses, suits, damages and demands of any kind or nature, including without limitation, costs, reasonable attorney’s and expert’s fees, any other expenses of any kind, that may be claimed, due, incurred or paid in connection with or arising out of any property damage, bodily or personal injury, death or other loss, injury or damage that were suffered by or associated with your and/or your minor child’s participation in the 2023 Ohio/Area-Envirothon Ohio Competition or transportation to or from the 2023 Ohio/Area-Envirothon Ohio Competition, and whether caused by the negligent, gross negligent or intentional acts of any person or entity, including but not limited to Ohio/Area-Envirothon’s own negligence.

FURTHERMORE, by signing this agreement:

- (i) I sign this Agreement on behalf of myself and/or my minor child voluntarily and without any coercion or undue influence and without any expectation or promise by Ohio/Area-Envirothon or its Representatives.
- (ii) I acknowledge on behalf of myself or my minor child, receipt of a full copy of this AGREEMENT.
- (iii) I acknowledge on behalf of myself or my minor child, the assumption of the risk from COVID-19, Other Viruses, and Communicable Illnesses.

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(iv) I acknowledge and agree on behalf of myself or my minor child, to abide by all COVID-19 Preventative Measures put in place and enforced by Ohio/Area Envirothon and Representatives to reduce the spread of COVID-19.

(v) I acknowledge and agree on behalf of myself or my minor child, that failure to comply with COVID-19 Preventative Measures may result in disciplinary action, including but not limited to disqualification from the event and/or immediately being sent home at mine or my parent/legal guardian's expense.

AUTHORIZED SIGNATURE: _____

Date: _____

If on behalf of minor child, printed name of child: _____