

Release, Waiver of Liability, Assumption of Risk, and Indemnity Agreement

In consideration of being permitted to participate in any way in the Orienteering USA member club (Northeastern Ohio Orienteering Club, hereafter referred to as NEOOC) events or activities, I and/or my minor child(ren), our personal representatives, assigns, heirs, and next of kin:

1. Acknowledge, agree, and represent that I and/or my minor child(ren) understand the nature of orienteering activities and that I and/or my minor child(ren) are qualified, in good health, and in proper physical condition to participate in such activity. I further agree that if at any time I believe conditions to be unsafe, I and/or my minor child(ren) will immediately discontinue further participation in the activity.
2. Fully understand that:
 - a. Orienteering activities involve risks and dangers of serious injury or in extreme cases, death.
 - b. (Risks) These risks and dangers may be caused by me and/or my minor child(ren)'s own actions, or inaction, or the actions, or inaction of others participating in the activity, the condition in which the activity takes place, or the negligence of the "releasees" named below;
 - c. There may be other risks either not known to me or not readily foreseeable, and I fully accept all such risks and responsibility for losses, costs and damages, I and/or my minor child(ren) incur as a result of my participation in the activity
3. Hereby accept and assume all such risks, and assume all responsibility for the losses, costs and/or damages following such injury, or death, even if caused in whole or in part, by the negligence of the "releasees" named below or accepting this Release.
4. Hereby release, discharge and covenant not to sue NEOOC, their respective administrators, directors, agents, officers, officials, volunteers, and employees, other participants, any sponsors, advertisers, Orienteering USA, host third party operators and if applicable, owners and lessors of premises on which the activity takes place, (each considered one of the "releasees" herein) from all liability, claims, demands, losses or damages on my account caused or alleged to be caused in whole or in part by the negligence of the "releasees" or otherwise, including negligent rescue operations, and I further agree that if, despite this release and waiver of liability, assumption of risk and indemnity agreement I and/or my minor child(ren), or anyone on my and/or my minor child(ren)'s behalf, makes a claim against any of the releasees I will indemnify, save and hold harmless each of the releasees from any litigation expenses, attorney fees, loss, liability, damage, or cost which may incur as the result of such claim.

I have read this agreement, fully understand its terms, understand that by **registering for this orienteering event or activity** I have given up substantial rights and intend it to be a complete and unconditional release of all liabilities to the greatest extent allowed by law and agree that if any portion of this agreement is held to be invalid the balance, notwithstanding, shall continue in full force and effect.

ADDENDUM AS PERTAINS TO THE NOVEL CORONA VIRUS/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.

NEOOC has put in place procedures to reduce the spread of COVID-19; however, NEOOC cannot guarantee that you or your minor child(ren) will not become infected with COVID-19. Further, participating in an NEOOC activity could increase your risk and your minor child(ren)'s risk of contracting COVID-19.

By signing this waiver or accepting its associated participation registration terms, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that myself or my minor child(ren) may be exposed to or infected by COVID-19 by attending or participating in an NEOOC activity or event 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 by attending or participating in an NEOOC activity or event may result from the actions, omissions, or negligence of myself and others, including, but not limited to, NEOOC, officers, volunteers, as well as other participants, during, or after.

I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to my minor 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 minor child(ren) may experience or incur in connection with my minor child(ren)'s attendance at or participation in an NEOOC activity or event. On my behalf, and on behalf of my minor child(ren), I hereby release, covenant not to sue, discharge, and hold harmless NEOOC, its officers, volunteers, agents and representatives, of and from Claims, including, 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 NEOOC, its officers, volunteers, agents and representatives, whether COVID-19 infection occurs before, during or after.

ADDENDUM AS PERTAINS TO EQUIPMENT BORROWED FOR EVENTS OR ACTIVITIES

I voluntarily agree to pay the replacement costs for any borrowed equipment that is damaged or lost during a NEOOC event or activity. Payment will be at the current market value of the item.