LIABILITY WAIVER AND INDEMNIFICATION FORM

The undersigned, on behalf of themselves and any minor children listed by the undersigned, (collectively, the “Participant”) has requested access as a guest to the Phillips Academy Ice Rinks (the “Arena”), owned and operated by and located on the property of the Trustees of Phillips Academy (“Phillips Academy”) at 180 Main Street, Andover, MA 01810. During this COVID-19 pandemic and until further notice, this Liability Waiver and Indemnification Form (“Waiver”) must be signed by the Participant and returned to the Arena staff to gain access to and/or use the Arena.

According to the Centers for Disease Control (CDC), COVID-19 is thought to spread mainly through close contact from person-to-person. Public health experts are still learning about how COVID-19 (SARS-CoV-2 virus) spreads and the severity of illness it causes. Anyone, including adolescents, can contract COVID-19 and spread the SARS-CoV-2 virus to others, even without exhibiting symptoms. COVID-19 can lead to health complications including but not limited to serious illness, long-term health consequences, and death. More information is available at https://www.cdc.gov/coronavirus/2019-nCoV/index.html and https://www.mass.gov/info-details/covid-19-updates-and-information, as well as through other local, state and federal resources.

In consideration for permitting the Participant to gain access and use of the Arena and other valuable consideration, the receipt and sufficiency of which the Participant acknowledges, intending to be legally bound, Participant KNOWINGLY AND VOLUNTARILY EXECUTES THIS WAIVER on behalf of themselves, their undersigned minor dependents, and their personal representatives, heirs, and next of kin, represents, covenants, and agrees as follows:

Assumption and Acknowledgement of Risk. The Participant has voluntarily requested access to and/or use of the Arena. The Participant acknowledges and agrees that, Phillips Academy cannot guarantee an environment free of COVID-19, and that, while Phillips Academy will continue to follow prevailing guidance to mitigate the likelihood of transmission, there is a risk that Participant may contract COVID-19 in connection with Participant’s access to and/or use of the Arena. By signing below, Participant agrees they are aware of the risk of contracting COVID-19 and acknowledges and assumes all risks arising from exposure to the SARS-CoV-2 virus. Participant further acknowledges and agrees that Phillips Academy cannot guarantee that Participant will not be exposed to and/or will not be infected with the SARS-CoV-2 virus, and that such exposure or contraction of COVID-19 may result in personal injury, illness, disability and/or death. Phillips Academy has not and expressly does not make and Participant is not relying upon any representation or warranty, expressed or implied, that Phillips Academy or any employees, patrons, guests are free from COVID-19 or that any particular precautions, actions, preventions or disinfecting has occurred or if it has, is or may be effective in the prevention of COVID-19 or the exposure thereto. Participant understands the risks, both known and unknown, associated with accessing and using the Arena and knowingly and freely assumes all such risks and hazards and all other risks that may arise as a result of accessing and/or using the Arena, or the action, inaction, or negligence of other participants. Because activities in connection with using the Arena are inherently dangerous and involve the risk of serious injury or death or property damage, the Participant expressly agrees that this Waiver is intended to be as broad and inclusive as is permitted by the laws of the Commonwealth of Massachusetts.

Health and Safety Protocols. Participant agrees to read and abide by the health and safety rules and protocols established by Phillips Academy for the Arena. The Participant understands and agrees that any failure to comply with the Arena’s Return to Building Policy symptom screening, and any other health and safety protocols established by Phillips Academy will result in, at a minimum, immediate removal from the Arena. Participant agrees that they will not enter or shall promptly leave the facility if they have COVID-19 or other symptoms of influenza-like illness and shall notify the Arena staff of such symptoms. The Arena reserves the right to refuse entry by Participant based upon information received from Participant during the symptom screening process or upon guidelines provided by government authorities, CDC, medical advice or other industry recommendations or government requirements or otherwise pursuant to its own guidelines, regulations or independent determination.

Waiver and Covenant Not to Sue. Participant hereby expressly waives, releases, discharges, and renounces any claims against Phillips Academy, its trustees, directors, officers, employees, and agents (collectively, the “Releasees”), from and for any and all damages, actions, causes of action, liabilities, claims and demands
whatsoever, including without limitation, any claims or damages resulting from injury to property or person, including injuries, illness, and death arising out of or related to COVID-19, which Participant may ever have, arising out of Participant’s access to and/or use of the Arena, and whether or not such loss or injury is caused by the negligence of the Releasees. Participant agrees that it shall never institute or cause to be instituted, any suit, charge, demand, claim, complaint, or cause of action, in law, in equity, or otherwise, in any court, or in any arbitration system or procedure, against Releasees arising out of Participant’s access to and/or use of the Arena.

**Indemnification.** Participant hereby agrees to indemnify, defend (with counsel reasonably acceptable to Phillips Academy), and hold harmless Phillips Academy from and against any and all claims, losses, damages, liabilities, and expenses (including settlement costs and any reasonable legal or other expenses for investigating or defending any actions or threatened actions) Phillips Academy may incur in connection with any action, claim or dispute arising out of Participant’s access to and/or use of the Arena, and whether or not such claim is caused by the negligence of the Releasees or any of the Releasees.

I HAVE READ THIS WAIVER, FULLY UNDERSTAND ITS TERMS AND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

IF MINOR CHILDREN ARE NAMED BELOW, I AGREE THAT I AM THE PARENT AND/OR LEGAL GUARDIAN OF THE MINOR CHILDREN NAMED BELOW. I FURTHER RELEASE AND AGREE TO INDEMNIFY AND HOLD HARMLESS THE RELEASEES, AND ANY OF THE RELEASEES, FROM ANY AND ALL LIABILITIES INCIDENT TO MY MINOR CHILD’S (OR CHILDREN’S) ACCESS TO AND/OR USE OF THE ARENA, AS PROVIDED ABOVE, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES, OR ANY OF THE RELEASEES.