

## Tennessee Game Days 2022

### Attendee Acknowledgement and Waiver Agreement

I, \_\_\_\_\_, as consideration for being allowed to attend the Tennessee Game Days Spring 2022 event (herein 'the Event') and/or participate in any program at the Event, on my own behalf, and on the behalf of the minor participant, if any, who must be at least five (5) years old or older, identified below (the "Participant"), acknowledge, appreciate, understand, and agree to the following:

I am at least 18 years old and am legally competent to understand and complete this Agreement. I hereby execute this Agreement without coercion. I represent that I am the parent or legal guardian of the Participant, if any, identified below. The Participant and I are of sufficient health and physical ability to participate and be present in this location and are currently free of any potential Covid-19 symptoms. Such symptoms include any of the following: fever or chills, cough, shortness of breath or difficulty breathing, fatigue, muscle or body aches, headache, new loss of taste or smell, sore throat, congestion or runny nose, nausea or vomiting, and / or diarrhea.

I, for myself and any Participant, ASSUME ALL RISKS OF ATTENDING AND PARTICIPATING IN THE EVENT. Such risks may include, but are not limited to, exposure and contraction of SARS-CoV-2 virus (hereinafter 'Covid-19') or any other communicable disease or condition.

I certify and acknowledge that a large indoor gathering, like the Event, is considered higher risk of potential Covid-19 infection by the Center for Disease Control and that no matter what steps and efforts Tennessee Game Players Association, Inc., their principals, affiliates, officers, members, directors, volunteers, and employees (collectively, the "Organizers") may take to mitigate those risks, I, or the Participant, through no fault of the Organizers, may be exposed to individuals that are infected with Covid-19 and may contract Covid-19 as a result of attendance at the Event. I, for myself and the Participant, ASSUME ALL CONSEQUENCES OF THAT RISK AND HOLD THE ORGANIZERS HARMLESS, LEGALLY AND FINANCIALLY, FOR ANY RESULTING ILLNESS, HOSPITALIZATION, OR EVEN DEATH.

I certify that I have adequate insurance to cover any injury, sickness, illness, I or the Participant may suffer while present at or from attending the Event, or if not, that I shall bear all costs and expenses associated with or arising out of any injury, sickness, illness to myself or the Participant, including but not limited to Covid-19. I further certify that I am willing to assume the risk of any medical or physical condition the Participant or I may have.

I, for myself, the Participant, and our respective heirs, assigns, representatives, family members, estates, and next of kin, hereby waive, release, hold harmless, and indemnify the Tennessee Game Players

Association, Inc., its principals, and respective predecessors, successors, parents, subsidiaries, affiliates, officers, members, directors, volunteers, and employees (collectively, the "Released Parties") from and against any and all actual or alleged injuries, liabilities, or damages related to our presence or participation at the Event, except for those arising from the gross negligence or willful misconduct of the Released Parties.

The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

By signing this document, I acknowledge that I am voluntarily giving up important legal rights and that I may be found by a court or arbitrator to have waived my right to maintain a lawsuit or pursue damages on my own behalf and on behalf of the Participant against the Released Parties for any claim from which I may have released them in this Agreement.

**Attendee or Participant Name (please print):** \_\_\_\_\_

**(If Participant is under 18 years of age)**

**Parent / Guardian Name (please print):** \_\_\_\_\_

**Attendee or Parent/Guardian Signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_