



## **COVID-19 NEW ENGLAND BOWLERS ASSOCIATION (NEBA) WAIVER AND RELEASE**

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.

NEBA, has put in place preventative measures to reduce the spread of COVID-19; however, we the BOARD OF DIRECTORS, TOURNAMENT DIRECTOR AND THE BOWLING ESTABLISHMENT cannot guarantee your safety from COVID-19 within the bowling premises while participating in a NEBA event. As such, we the BOARD OF DIRECTORS, TOURNAMENT DIRECTOR AND THE BOWLING ESTABLISHMENT will require an undertaking of risk and waiver of liability from all bowlers before we can allow them to participate in a tournament.

1. I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that I may be exposed to or infected by COVID-19 by attending this NEBA Tournament and that such exposure or infection may result in personal injury, illness, permanent disability, and death.
2. I understand that the risk of exposure extends to anyone with whom I have regular close personal contact, including members of my household (partners, children, parents, and others).
3. I understand that the risk of becoming exposed to or infected by COVID-19 at the NEBA Tournament may result from the actions and/or omissions of THE BOARD OF DIRECTORS OR TOURNAMENT DIRECTOR and others, including but not limited to, bowling center employees, owners, program participants, bowlers and their families.
4. I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to 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 may experience or incur in connection with my attendance at the NEBA Tournament or participation in the NEBA tournament.
5. I, \_\_\_\_\_ HEREBY WAIVE AND RELEASE indemnity, hold harmless and forever discharge, NEBA and it's agents, Board of Directors, Tournament Director, Bowling Establishment and others associated with NEBA, successors of, and trustees of from any and all claims, demands, debts, contracts, expenses, cause of action, lawsuits, damages and liabilities, of every kind and nature, whether known or unknown, in law or equity, that I ever had or may have, arising from or in any way related to my participation in any of the NEBA events or activities conducted by, on the premises of, or for the benefit of, NEBA, provided that this waiver of responsibility does not apply to any acts of gross negligence, or intentional, willful, or wanton misconduct arising out of exposure to COVID-19.
6. The bowler, by participating at bowler's own risk, agrees to forever release and hold harmless/indemnify NEBA, its Officers, Board of Directors, Bowling Establishment and other members from any and all liability from any Covid-19 infection, including but not limited to illness, hospitalization, or death.
7. The bowler signs this Waiver of Liability freely and voluntarily without any force, threat, coercion, promise or other representation other than signature of this Waiver is a prerequisite to voluntary participation.
8. This Waiver, upon being signed by the bowler, shall apply to any and all NEBA events in which the bowler participates during the 2020 calendar year.

Signed,

Dated: \_\_\_\_\_

Bowler: \_\_\_\_\_

Witness: \_\_\_\_\_