

**DI TOMMASO ASSOCIATES, LLC
FARMINGTON SPORTS ARENA, LLC
FARMINGTON SPORTS ARENA FOOTBALL CLUB (FSA FC), LLC
AMATEUR ATHLETIC WAIVER AND RELEASE OF LIABILITY**

Individual/Participant

Last Name _____ First Name _____ Birthday _____

Address (Street, City, State, zip) _____

Home Phone _____ Work Phone _____ E-Mail _____

Team or Organization _____

Outside organizations must provide a certificate of insurance naming the Farmington Sports Arena, LLC, DiTommaso Assoc., LLC and Farmington Sports Arena Football Club (FSAFC), LLC as additional insured prior to facility rental.

AMATEUR ATHLETIC WAIVER AND RELEASE OF LIABILITY

In consideration of being allowed to participate in any way and/or enter upon, use and/or engage in sports activities by DiTommaso Associates, LLC and Farmington Sports Arena, LLC and Farmington Sports Arena Football Club (FSA FC), LLC, including participation in practices, events and/or other uses of the indoor facility at 11 Executive Drive, Farmington, Connecticut, and their athletic/sports programs and related events and activities, the undersigned:

1. Agrees that prior to participating, he/she will inspect the facilities and equipment to be used, and if he/she believes anything is unsafe, he/she will immediately advise a representative of DiTommaso Associates, LLC, Farmington Sports Arena, LLC and Farmington Sports Arena Football Club (FSA FC), LLC, of such condition(s) and refuse to participate;
2. Acknowledge and fully understand that each participant will be engaging in activities that involve risk of serious injury, including permanent disability and death, and severe social and economic losses which might result not only from their own actions, inactions or negligence of others, the rules of play, or the condition of the premises or of any equipment used. Further, that there may be other risks not known to us or not reasonably foreseeable at this time;
3. Assume all the foregoing risks and accept personal responsibility for the damages following such injury, permanent disability or death;
4. Release, waive, discharge and covenant not to sue DiTommaso Associates, LLC, Farmington Sports Arena, LLC and Farmington Sports Arena Football Club (FSA FC), LLC, or their affiliated clubs, their respective members, administrators, directors, coaches and other employees of said organizations, participants, sponsoring agencies, sponsors, advertisers, and, if applicable, owners and lessees of premises used to conduct the event, all of which are hereinafter referred to as "releasees", from demand, losses or damages on account of injury, including death or damage to property, caused or alleged to be caused in whole or in part by the negligence of the releasees or otherwise;
5. Shall defend, indemnify, and hold DiTommaso Associates, LLC, Farmington Sports Arena, LLC and Farmington Sports Arena Football Club (FSA FC), LLC, its officers, employees, and agents harmless from and against any and all liability, loss, expense, including reasonable attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the individual or group renting space from the facility, its officers, agents or employees.

THE UNDERSIGNED HAVE READ AND ACKNOWLEDGE THAT HE/SHE IS ENTERING INTO THE ABOVE WAIVER AND RELEASE, UNDERSTANDING THAT THEY HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND SIGN IT VOLUNTARILY. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, IT IS MY INTENTION ON BEHALF OF MYSELF OR MY MINOR CHILD TO SPECIFICALLY RELEASE AND INDEMNIFY DI TOMMASO ASSOCIATES, LLC, FARMINGTON SPORTS ARENA, LLC AND FARMINGTON SPORTS ARENA FOOTBALL CLUB (FSA FC), LLC FROM ANY AND ALL CLAIMS ARISING FROM THEIR OWN NEGLIGENCE. I AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS DI TOMMASO ASSOCIATES, LLC AND FARMINGTON SPORTS ARENA, LLC FROM ANY LIABILITIES, LOSSES, DAMAGES, SETTLEMENTS, CLAIMS, EXPENSES AND COSTS ARISING FROM MY OR MY CHILD'S PARTICIPATION IN THE DESCRIBED ACTIVITY, SAID INDEMNITY TO INCLUDE COURT COSTS AND REASONABLE ATTORNEY'S FEES.

Individual Signature (18 or over) _____ Date _____

Guardian Signature (if minor player) _____ Date _____

- Please speak with your physician before starting this exercise program -

COMMUNICABLE DISEASE ASSUMPTION OF RISK, HOLD HARMLESS, RELEASE, WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

In consideration of being allowed to participate in any way and/or enter upon, use and/or engage in sports activities by DiTommaso Associates, LLC and Farmington Sports Arena, LLC and Farmington Sports Arena Football Club (FSA FC), LLC, including participation in practices, events and/or other uses of the indoor and outdoor facility at 11 Executive Drive, Farmington, Connecticut (collectively referred to herein as the "**Facility**"), and their athletic/sports programs and related events and activities (collectively referred to herein as "**Activities**"), the undersigned acknowledges and agrees to the following, on my own behalf, on behalf of any minor accompanying me, and on behalf of my personal representative, heirs and next of kin, agents and principals:

1. The novel coronavirus, COVID-19, also known as “severe acute respiratory syndrome coronavirus 2 (“SARS-CoV-2”) has been declared a worldwide pandemic by governments and public health agencies. **SARS-CoV-2, COVID-19 and/or any mutation or variation thereof (hereinafter “COVID-19) is extremely contagious. COVID-19** and other communicable, contagious and/or infectious diseases, and (collectively, “Disease”) can be spread by exposure to people or otherwise.
2. The unavoidable risk exists that I will become exposed to and/or infected with **Disease**, and could suffer resulting and/or related death, disability, illness, sickness, infection, disease, syndrome and/or other undesirable health condition, whether now known or unknown from **Disease**.
3. I am aware that my participation in the **Activities** and my presence at **Facility** may cause me to be near and/or in contact with people and/or things that could raise the risk to me and others of exposure to **Disease**.
4. I know the risks of exposure cannot be eliminated no matter the degree of care exercised by anyone affiliated with **Facility** or **Activities**. No amount of protective measures or devices can guarantee freedom from **Disease**. By being at **Facility**, including, without limitation, participating in **Activities**, I know I could suffer personal injuries, or become ill, temporarily disabled and/or die (collectively “**Afflicted**”) from **Disease**. I voluntarily assume these risks and accept sole responsibility that I may be exposed to and/or **Afflicted** by **Disease** by entering **Facility** or participating in **Activities**.
5. Knowing the foregoing risks, including the fact that there are unknown risks, I voluntarily choose to enter, and be at **Facility** and to assume these risks of my own free will. I will not seek to hold any **Release** as defined below responsible if I am **Afflicted** by **Disease**.
6. If I choose not to assume these risks, I will neither enter **Facility** nor participate in **Activities**, and by staying at **Facility** I affirm my continuing acceptance of all such risks.
7. I understand that being **Afflicted** by **Disease** may result from the actions, omissions, or negligence of myself and others, including, but not limited to, **Releasees** as defined below.
8. **HEALTH & SAFETY DECLARATION and CONTINUING OBLIGATION.** I attest and certify that I do not have and have not tested positive for or suffered from any symptoms of COVID-19 infection including without limitation cough; shortness of breath or difficulty breathing; fever; chills; repeated shaking with chills; repeated shaking with chills; generalized muscle pain; headache; sore throat; new loss of sense of taste or smell; fatigue or other flu-like symptoms (collectively the “**Symptoms**”), or have been exposed to any person exhibiting such **Symptoms** or, traveled outside the United States or to a location known to harbor such disease, in the past thirty (30) days. I am not under any quarantine orders. By my signature hereto I also agree to immediately inform the Facility if I subsequently suffer such symptoms and to refrain from entering until I provide satisfactory medical clearance to the Facility and am granted further permission to enter, subject to the terms and conditions of this agreement.
9. **PERSONAL PROTECTIVE EQUIPMENT AND DISTANCING.** I will provide and use my own personal protective equipment and practice social distancing (current CDC guidance is at least 6 feet from others whenever possible) and follow all other hygiene and infection control methods, as prescribed by applicable authorities such as the United States Centers for Disease Control, state and local health officials, or otherwise in effect at this **Facility**, to help protect myself and others from **Disease**.
10. **LEAVING IF ILL.** If while at **Facility** I feel or experience any **Symptoms** I agree that I will immediately leave **Facility** to seek medical attention (or seek emergency medical attention at Facility) and that I promptly will notify **Facility** officials of same.
11. **NOT RESTRICTED BY GOVERNMENT ORDERS OR PERSONAL PHYSICIAN.** I represent and warrant that any attendance at **Facility** and participation in **Activities** is not restricted by the advice of my personal physician or any governmental or public health order or rule of any federal, state, county or other applicable authority, including any order or rule due to my age, condition, government or public health orders of isolation due to illness or quarantine due to my exposure to others who are, were or may have been sick, or for any other reason. If I believe this is to not be the case, I will either not enter, or will promptly depart, **Facility**.
12. **KNOWING AND VOLUNTARY.** I acknowledge that I am voluntarily participating in **Activities** and visiting the **Facility** with an express understanding regarding the coronavirus pandemic and the other dangers described above, and I hereby agree to accept and assume any and all risks associated therewith. I have made the judgment that the benefits of Facility outweigh the risks that I am assuming. _____ initials
13. **SEVERABILITY AND ENFORCEMENT.** This Agreement is intended to be as broad and inclusive as is permitted by the laws of the Province or State in which **Activities** are conducted and if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. I intend for this Agreement to apply any time I am present at any **Facility** during dates noted above.
14. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, **HEREBY RELEASE, WAIVE, DISCHARGE, INDEMNIFY, AND HOLD HARMLESS DiTommaso Associates, LLC and Farmington Sports Arena, LLC and Farmington Sports Arena Football Club (FSA FC), LLC, ITS AFFILIATED MEMBERS,** and their respective officers, officials, agents and/or employees, other participants, sponsors, advertisers, and, if applicable, owners and lessors of premises used to conduct any program, event, or activity (**RELEASEES**), from any and all claims, demands, losses, and liability arising out of or related to any exposure to Disease that may result in **ILLNESS, INJURY, DISABILITY OR DEATH** I may suffer, **WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE**, to the fullest extent permitted by law. . **I understand and agree that this release includes claims based on the actions, omissions, or negligence of any RELEASEE whether Disease exposure occurs before, during, or after entry to Facility and/or participation in Activities at Facility.** _____ initials

FOR PARENTS/GUARDIANS OF PARTICIPANT

This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree to his/her release as provided above of all the Releases, and, for said participant and for myself, my heirs, assigns, and next of kin, **I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE, ORAL REPRESENTATIONS OR GUARANTEE BEING MADE BY ME AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF LIABILITY** and agree to indemnify and hold harmless the Releasees from any and all liability incident to my minor child’s involvement or participation in these programs as provided above, **EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES**, to the fullest extent permitted by law.

X _____
 Parent/Guardian Signature Date Emergency Phone Number(s)