

PARTICIPANT WAIVER AND RELEASE OF LIABILITY AGREEMENT

In consideration of being allowed to use the facilities and/or to participate in any way in any athletic and/or recreational activity sponsored and/or organized by the Cazenovia Youth Lacrosse Association (hereinafter "CYLA"), I / We, the undersigned, acknowledge, appreciate, understand, certify and agree that:

1. Athletic and recreational activities may be inherently dangerous. There is a risk of serious injury from engaging in athletic and/or recreational activities sponsored and/or organized by CYLA (hereinafter "CYLA Activities"), including the potential for serious illness, injury or death. While particular rules, equipment, and personal discipline may reduce this risk, the risk of serious illness, injury or death exists even when these activities are conducted in accordance with all such rules; and
2. In addition, the undersigned acknowledges that novel coronavirus ("COVID-19") infections have been confirmed throughout the United States, including cases in the undersigned's own State and locality. The undersigned agrees to abide by the guidelines provided in accordance with the most recent guidance and recommendations issued by the World Health Organization (WHO), the Centers for Disease Control and Prevention (CDC), and the New York State Department of Health (DOH) for slowing the transmission of COVID19. These guidelines are outlined and may be found at the following websites:

<http://www.governor.ny.gov/sites/default/files/atoms/files/SportsAndRecreationSummaryGuidance.pdf>
<https://www.cdc.gov/coronavirus/2019-ncov/community/schools-childcare/youth-sports.html>

The CYLA has taken certain steps to implement certain recommended guidance and recommendations issued by public health agencies for slowing the transmission of COVID-19, including, without limitation, the access/use restrictions set forth above. The undersigned acknowledges and agrees that the CYLA may revise its procedures at any time based on updated recommended guidance and recommendations issued by public health agencies and further agrees to comply with the CYLA's revised procedures prior to utilizing the facilities, services, and/or prior to participating in the programs of the CYLA. The undersigned further acknowledges and agrees that, due to the nature of the facilities, services, and programs offered by the CYLA, social distancing of 6 feet per person among children and their fellow participants or others is not always possible. I fully understand and appreciate both the known and potential dangers of participating in the CYLA Activities and acknowledges that use thereof by the undersigned and/or such participating children may, despite the CYLA's reasonable efforts to mitigate such dangers, result in exposure to COVID-19, which could result in quarantine requirements, serious illness, disability, and/or death.

3. I KNOWINGLY AND FREELY ASSUME ALL RISKS associated with participation in CYLA Activities, both known and unknown, and specifically including all risks associated with COVID-19, EVEN IF ARISING FROM THE NEGLIGENCE OF OTHERS, and assume full responsibility for my participation in any and all CYLA Activities, as well as the participation of my children and any other minors I am responsible for, and any others we invite to participate in CYLA Activities; and
4. I willingly agree to comply with the stated and customary rules, terms and conditions for participation in CYLA Activities; and
5. I, for myself and on behalf of my heirs, successors, assigns, personal representatives, and next of kin, and also, if I am signing this instrument as a parent or guardian, on behalf of each minor herein named or

referred to herein, HEREBY RELEASE AND HOLD HARMLESS AND AGREE NOT TO SUE THE CAZENOVIA YOUTH LACROSSE ASSOCIATION, its officers, officials, agents, employees, and/or volunteers, other participants, sponsoring agencies, sponsors, advertisers, and if applicable, owners and lessors of property or equipment used to conduct any CYLA Activities ("Releasees"), WITH RESPECT TO ANY AND ALL INJURY, ILLNESS, DISABILITY, DEATH or loss or damage to person or property whatsoever, suffered by me, and/or any minor herein named or referred to, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, which in any way arises, directly or indirectly, from participation in any CYLA Activity.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT. I FULLY UNDERSTAND ITS TERMS AND I ALSO UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS, INCLUDING THE RIGHT TO SUE AND RECOVER DAMAGES BY SIGNING IT. I SIGN FREELY AND VOLUNTARILY. THE UNDERSIGNED further expressly agrees that this ASSUMPTION OF RISK, RELEASE AND WAIVER OF LIABILITY, AND INDEMNITY AGREEMENT is intended to be as broad and inclusive as is permitted by the laws of the State of New York and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

If I am signing as parent or guardian, I represent and certify that I have legal responsibility for each of the herein named minor participants and do hereby consent and agree to his/her or their execution of this release, and, for myself, my heirs, assigns, and next of kin, do hereby release and agree to defend and indemnify the Releasees from any and all liabilities incident to the participation of any such minor named or referred to herein as provided above, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES, to the fullest extent permitted by law.

Participant Signature: _____ Date Signed: _____ Date of Birth: _____

Print Name: _____ Address: _____

Participant Signature: _____ Date Signed: _____ Date of Birth: _____

Print Name: _____ Address: _____

Parent/Guardian Signature: _____ Date Signed: _____

(Required for Participants under 18)

Print Name: _____ Emergency Phone Number(s): _____

Address: _____

Witness: _____ Date Signed: _____

(Required for Parent signature)

Print: Witness Name: _____ Witness Address: _____