

## **Waiver of Liability, Assumption of Risk, and Indemnity Agreement**

**Waiver:** In consideration of being permitted to participate in any way with the Fall/Winter 2024-25 Puget Sound Select Lacrosse Team that I have enrolled my child in, as listed on the Registration Form, hereinafter called "The Activity". I, for myself, my heirs, personal representatives or assigns, do hereby release, waive, discharge, and covenant not to sue The Puget Sound Select Coaches, its officers, volunteers, agents, and US Lacrosse from liability from any and all claims including the negligence of Puget Sound Select coaches, officers, volunteers, agents (including Bainbridge Island School District and Lakeside School), Seattle Parks Department, Bainbridge Island Metro Park & Recreation, Seattle Public Schools and US Lacrosse, resulting in personal injury, accidents or illnesses (including death), and property loss arising from, but not limited to, participation in The Activity.

**Assumption of Risks:** Participation in The Activity carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. The specific risks vary from one activity to another, but the risks range from 1) minor injuries such as scratches, bruises, and sprains 2) major injuries such as eye injury or loss of sight, joint or back injuries, heart attacks, and concussions to 3) catastrophic injuries including paralysis and death. I have read the previous paragraphs and I know, understand, and appreciate these and other risks that are inherent in The Activity. I hereby assert that my participation is voluntary and that I knowingly assume all such risks.

**Indemnification and Hold Harmless:** I also agree to INDEMNIFY AND HOLD the Puget Sound Select coaches and administrators, US Lacrosse, Bainbridge Island School District and Lakeside School, Seattle Parks Department, Bainbridge Island Metro Park & Recreation, and Seattle Public Schools HARMLESS from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney's fees brought as a result of my involvement in The Activity and to reimburse them for any such expenses incurred.

**Communicable Diseases (taken from US Lacrosse Return to Play):** In consideration of being allowed to participate in a US Lacrosse, Inc. ("USL") event ("USL Event"), Puget Sound Select ("PSS" or "PSS practice or event") the undersigned acknowledges, appreciates, certifies and agrees that:

- My participation includes possible exposure to and illness from infectious diseases, including but not limited to MRSA, influenza, and COVID-19. While particular rules and personal discipline may reduce this risk, the risk of serious illness, injury, and death does exist.
- If I have a pre-existing health condition, exposure to COVID-19, or any other infectious disease may be more likely to cause serious illness, injury, or death;
- USL cannot ensure that all other participants, including coaches and volunteers, are taking precautionary measures to mitigate risks to ensure the health and safety of other participants, coaches, and volunteers, and therefore, participation in a USL Event involves risk of exposure to infectious disease; and,
- I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my participation; and,
- I certify that I have not recently tested positive for, and am not exhibiting symptoms of COVID-19, which include a cough, shortness of breath or difficulty breathing, loss of taste or smell, headache, chills, muscle or body aches and/or sore throat.
- I certify that I do not have a household family member/roommate who has recently tested positive for or exhibited the above-referenced symptoms of COVID-19.

- I willingly agree to comply with all recommendations provided by USL to ensure safe play. If, however, I observe any unusual or significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest coach, staff member or volunteer, or official immediately; and,
- I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE AND HOLD HARMLESS USL, and their officers, officials, agents, and/or employees, other participants, volunteers, sponsoring agencies, sponsors, advertisers, and if applicable, owners and lessors of premises used to conduct the event (“RELEASEES”), Lakeside School, Bainbridge Lacrosse Club, WITH RESPECT TO ANY AND ALL ILLNESS, INJURY, DISABILITY, DEATH, or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF RELEASEES OR OTHERWISE, to the fullest extent permitted by law.

**Media:** I hereby give consent to Puget Sound Select to photograph, videotape, or otherwise digitally record and use images and/or sound recordings of myself or my child to use in any public media, including radio, television, internet, social media, print or in any of the organizations or its partners’ publications, productions, or posts. I understand that the intended use of such images and information is solely for the purpose of advertising, marketing, fundraising and/or the promotional and public awareness purposes for the organization. I hereby waive any rights or interest in the images or recordings, as contemplated in this release. I acknowledge that this consent to use images and/or recordings is being made solely for the benefit of the organization and comes without any expectation of monetary compensation or other benefit to me.

**Severability:** The undersigned further expressly agrees that the foregoing waiver and assumption of risks agreement is intended to be as broad and inclusive as is permitted by the law of the State of Washington and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

**Acknowledgment of Understanding:** I have read this waiver of liability, assumption of risk, and indemnity agreement, fully understand its terms, and understand that I am giving up substantial rights, including my right to sue. I acknowledge that I am signing the agreement freely and voluntarily and intend by my registration for this event to be a complete and unconditional release of all liability to the greatest extent allowed by law.