

WAIVER AND RELEASE OF LIABILITY, EXPRESS ASSUMPTION OF RISK, INDEMNITY AND HOLD HARMLESS AND VOLUNTARY CONSENT AGREEMENT

THIS AGREEMENT (the "Agreement") MUST BE CAREFULLY READ AND SIGNED IN CONSIDERATION OF my ability to participate, provide services for, conduct, prepare for or participate in any ***Woodley Youth Cricket Academy*** ("Academy") program, match, event or related activities (hereinafter, the "Events"). The undersigned, on behalf of himself/herself, his/her personal representative, heirs, and next of kin (hereinafter collectively, the "UNDERSIGNED") hereby agree as follows:

1. **EXPRESS ASSUMPTION OF RISK:** UNDERSIGNED hereby acknowledges and understands that the World Health Organization has declared COVID-19 a worldwide pandemic. COVID-19 is extremely contagious and spreads mainly from person-to-person contact. Based on currently available information and clinical expertise, older adults and people of any age who have serious underlying medical conditions may have a higher risk for severe illness from COVID-19. There have been recommended guidelines and preventative measures put in place to reduce the spread of COVID-19 in society; however, the Academy CANNOT GUARANTEE that UNDERSIGNED will not become exposed to or infected with COVID-19. Furthermore, participation by UNDERSIGNED in the Events could increase UNDERSIGNED's risk of contracting COVID-19. By signing this Agreement, UNDERSIGNED acknowledges the extremely contagious nature of COVID-19 and voluntarily assumes the risk that UNDERSIGNED may be exposed to or infected with COVID-19 from participation in the Events, and that such exposure or infection may involve the RISK OF SERIOUS INJURY, ILLNESS, PERMANENT DISABILITY AND/OR DEATH. UNDERSIGNED understands that the risk of becoming exposed to or infected with COVID-19 by UNDERSIGNED's participation in the Events may result from the actions, omissions, or negligence of others and/or UNDERSIGNED, including, but not limited to, the RELEASEES (as defined below). UNDERSIGNED hereby expressly assumes all such risks and dangers whether presently known or unknown.

2. **WAIVER AND RELEASE:** UNDERSIGNED hereby **RELEASES, WAIVES, AND FOREVER DISCHARGES** the Academy, any affiliates of the Academy, USA Cricket, and each of their respective directors, officers, employees, agents, coaches, players, administrators and independent contractors (hereinafter collectively, the "RELEASEES"), from any and all actions, causes of action, claims, suits, debts, dues, sums of money, bonds, bills, balances, losses, costs, expenses, damages, covenants, agreements, commitments, undertakings, promises, liabilities, obligations, lawsuits, judgments, orders and demands whatsoever, in law, at equity or otherwise, of whatever kind or nature, whether known or unknown, suspected or unsuspected, asserted, accrued, unaccrued, actual, contingent, or otherwise, direct or indirect and whether or not concealed or hidden arising out of, on account of or relating to any INJURY, ILLNESS OR DEATH (including but not limited to INJURY, ILLNESS OR DEATH RESULTING FROM COVID-19) of the UNDERSIGNED arising out of or related to participation in the Events (hereinafter, the "RELEASED CLAIMS"). The UNDERSIGNED covenants that the UNDERSIGNED shall not directly or indirectly, bring, commence, institute, maintain, prosecute, aid or fund in any way any action of any kind or otherwise assert against any of the RELEASEES anywhere in the world any Released Claim.

3. **INDEMNITY AND HOLD HARMLESS:** UNDERSIGNED hereby agrees to **DEFEND, INDEMNIFY AND HOLD HARMLESS**, to the fullest extent permitted by law, the RELEASEES from losses, liabilities, obligations, claims, damages, settlements, injunctions, suits, actions, proceedings, demands, charges, fines, penalties, costs and expenses of every kind and nature, including reasonable fees, expenses and disbursements of attorneys, accountants and other professionals imposed upon, asserted against or incurred by any RELEASEE in connection with, arising out of or relating to (i) any Released Claim or (ii) the UNDERSIGNED's Events, in each of (i) and (ii), whether caused by the ordinary negligence of the RELEASEES or otherwise and including and/or arising out of UNDERSIGNED's improper and/or tortious conduct in connection therewith.

4. **INFORMED CONSENT AND VOLUNTARY PARTICIPATION:** UNDERSIGNED fully acknowledges and understands that COVID-19 is extremely contagious. UNDERSIGNED has taken it upon himself or herself to be fully informed of the numerous risks and potential dangers associated with COVID-19, including SUFFERING SEVERE PERSONAL INJURY, ILLNESS OR DEATH. UNDERSIGNED acknowledges that he or she has been informed that his or her PERSONAL SAFETY CANNOT BE

GUARANTEED. UNDERSIGNED acknowledges that his or her participation in the Events are completely voluntary, and he or she believes that the potential benefits of participation and/or services provided outweigh the risk and danger associated with COVID-19. For more information please see the Center For Disease Control's site at https://www.cdc.gov/coronavirus/2019-nCoV/index.html.

5. **OBLIGATIONS OF UNDERSIGNED:** UNDERSIGNED acknowledges that it is his or her responsibility to do all of the following: (1) exercise caution and follow any CDC or OSHA issued protocols (including without limitation those guidelines specifically referenced by Academy) to protect the health of the UNDERSIGNED; (2) follow any specific guidelines or protocols specifically put in place by the Academy to protect the health of the UNDERSIGNED; (3) inform the Academy of any Events which the UNDERSIGNED does not feel comfortable performing; (4) cease any activity and promptly report any physical discomfort, illness or complications while participating in any Event; and (5) clear his or her participation of any Event with a physician. UNDERSIGNED also agrees, represents and warrants that he or she will not participate in any Event if he or she (i) experiences symptoms of COVID-19, including, without limitation, fever, cough or shortness of breath, or (ii) has or has recently come in contact with a suspected or diagnosed/confirmed case of COVID-19.

6. **SEVERABILITY:** UNDERSIGNED acknowledges that THIS AGREEMENT IS INTENDED TO BE FULLY SEVERABLE**,** and that if any portion of this Agreement is held invalid, it is agreed that the balance the Agreement shall continue in full legal force and effect. That shall include modifying the Agreement to allow the remainder of claims to be waived, released, and indemnified against in the event that the inclusion of any particular type of claim is found to be invalid or contrary to public policy. This Agreement is to be interpreted and enforced under the laws of the California.

7. **ACCEPTANCE OF TERMS:** UNDERSIGNED hereby accepts all terms set forth herein and acknowledges this is the complete agreement between the parties regarding these issues, and UNDERSIGNED agrees and acknowledges that NO ORAL REPRESENTATIONS, STATEMENTS OR INDUCEMENTS HAVE BEEN MADE APART FROM THIS AGREEMENT. UNDERSIGNED HAS COMPLETELY READ BOTH PAGES OF THIS AGREEMENT, FULLY UNDERSTANDS ITS TERMS, AND UNDERSTANDS THAT THIS IS AN IMPORTANT LEGAL DOCUMENT AFFECTING SUBSTANTIAL LEGAL RIGHTS. UNDERSIGNED SIGNS THIS DOCUMENT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE TO HIM OR HER AND UNDERSIGNED INTENDS HIS OR HER SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW. UNDERSIGNED was given ample opportunity to read the Agreement and/or have it reviewed by legal counsel of his or her choice. UNDERSIGNED was also offered a copy of this Agreement.

_____ _____

Name (Print) Date of Birth

_____ _____

Dated: Signature

For participants under 18: 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 RELEASEES, AND, FOR MYSELF, MY CHILD AND OUR HEIRS, ASSIGNS, AND NEXT OF KIN, I RELEASE AND AGREE TO INDEMNIFY AND HOLD HARMLESS THE RELEASEES FROM ANY AND ALL LIABILITIES INCIDENT TO MY MINOR CHILD'S INVOLVEMENT OR PARTICIPATION IN THESE PROGRAMS AND/OR EVENTS AS PROVIDED ABOVE, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES, TO THE FULLEST EXTENT PERMITTED BY LAW.

_____ _____

Name of parent/guardian (Print) Date of Birth

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Dated: Signature