



NCWLO Waiver and Release of Liability

In consideration of the opportunity to participate in a "Learn More" event, which may involve observation, discussions, and/or non-contact on-field activities related to lacrosse officiating (the "Activity"), I, _____[INSERT NAME], hereby acknowledge and agree to the following:

1. Release of Liability: I understand that my participation in this Activity is solely for educational and informational purposes, and I am not yet an official or independent contractor of NorCal Women's Lacrosse Officials ("NCWLO"). Despite this, I hereby release, waive, and discharge NorCal Women's Lacrosse Officials, its parents, subsidiaries or other affiliates, officers, agents, or employees ("Releasees") from any and all liability, claims, demands, actions, and causes of action of any kind or nature arising out of or related to any loss, damage, or injury, including death, that I or any of my property may sustain resulting from my participation in or in any way connected with my participation in the Activity. This release applies regardless of whether such loss is caused by the negligence of the Releasees and regardless of whether such liability arises in tort, contract, or otherwise, and I covenant not to sue the Releasees based on the same.

2. Acknowledgment of Risks & COVID-19: I understand that participating in any on-field activity, even for learning purposes, involves an inherent risk of personal injury and even death. I hereby elect to voluntarily participate in said Activity knowing that it may be hazardous to me and my property.

I am also aware of the highly contagious nature of the 2019 novel coronavirus disease (COVID-19) (the "Disease") and the risk that I may be exposed to or contract the Disease by the Activity, which may result in serious illness, personal injury, disability, death, or property damage. I understand that NCWLO does not require me to participate in the Activity. I assume full responsibility for any risks of loss, property damage, or personal injury, including death, that I or my property may sustain as a result of being engaged in the Activity and being exposed to or contracting the Disease, whether caused by the negligence of the Releasees or otherwise, including as a result of negligent rescue operations. I hereby acknowledge that I know of no medical reason why I should not participate in the Activity.

3. Medical Authorization: In the event of an emergency, I authorize NCWLO to secure from any licensed hospital, physician, or medical personnel any treatment deemed necessary for my immediate care. I agree that I will be responsible for payment of any and all medical services rendered.

4. Indemnification: I further covenant and agree to indemnify and hold harmless the Releasees from any loss, liability, damage, or costs, including attorneys' fees and court costs, they may incur arising out of or related to my participation in the Activity and being exposed to or

contracting the Disease, whether caused by the negligence of the Releasees or otherwise, including as a result of negligent rescue operations.

5. Binding Agreement: It is my express intent that this Release and Waiver of Liability and Indemnification Agreement ("Release") bind my family members, spouse, heirs, assigns, personal representatives, and anyone else entitled to act on my behalf to the extent they act on my behalf, and is deemed as a release, waiver, discharge, and covenant not to sue the Releasees.

6. Waiver of Unknown Claims (CA Civil Code 1542): I understand that I may later discover claims or facts that may be different than, or in addition to, those which I now know or believe to exist with regards to the subject matter of this Release Agreement, and which, if known at the time of signing this release, may have materially affected this Release Agreement or my decision to enter into it. Nevertheless, I hereby waive any right or claim that might arise as a result of such different or additional claims or facts.

I HAVE BEEN MADE AWARE OF, AND UNDERSTAND, THE PROVISIONS OF CALIFORNIA CIVIL CODE SECTION 1542 AND HEREBY EXPRESSLY WAIVE ANY AND ALL RIGHTS, BENEFITS AND PROTECTIONS OF THAT STATUTE, WHICH PROVIDES: "A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."

7. Governing Law and Severability: This Release constitutes the sole and entire agreement of the NCWLO and me with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. If any term or provision of this Release is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Release or invalidate or render unenforceable such term or provision in any other jurisdiction.

I further covenant and agree that this Release shall be construed in accordance with the laws of the State of California and that any mediation, suit, or other proceeding relating to this Release and any activities covered hereby must be filed or entered into only in California and the federal or state courts of California.

8. Acknowledgment of Understanding: I have read and fully understand this Release as set forth above and understand that I have given up substantial rights by signing it. I certify that I have reached the age of majority and have signed under my own free will, and that I am suffering no disabilities, impairments, medical conditions or previous injuries that would prevent my safe participation in the Activity, or potentially lead to my injury or the injury of another participant.

PARTICIPANT NAME (PRINTED)

DATE

PARTICIPANT SIGNATURE

DATE