

CASA MID-STATE CLASSIC

WAIVER OF LIABILITY, INDEMNIFICATION, ASSUMPTION OF THE RISK, AUTHORIZATION TO CONTACT EMERGENCY MEDICAL ASSISTANCE, PUBLICITY RELEASE FORM, AND WAIVER/RELEASE FOR COMMUNICABLE DISEASES INCLUDING COVID-19 (“Tournament Waiver”)

In consideration for participation in one or more events, camps, clinics or other activities (each an “Activity” and collectively the “Activities”) held or sponsored now or at any time in the future by one or more of the Entities (hereafter defined), and the use of the property, facilities and services of one or more of the Entities and the facility at which any such Activities are held (“Facility”), the undersigned participant, and if the participant is under the age of 18 or under a disability, the participant’s parent or guardian (collectively the “Participant”), hereby covenants and agrees as follows:

INSTRUCTIONS:

All players (to include guest players), coaches, and team officials that are listed on the approved Team Roster (“Registrants”) must complete this Tournament Waiver as a condition of entry into the Facility and participation in the Activity. The team will not be permitted to enter the Facility or to participate in the Activity until this Tournament Waiver is signed by all Registrants. This Tournament Waiver must be submitted and included with the team check-in documents.

COVID-19 DISCLOSURE/ACKNOWLEDGEMENT:

You can find information, updates, and resources on COVID-19 by accessing the city, county, or other municipal websites in your area, and by going to the Centers for Disease Control and Prevention at <https://www.cdc.gov>. You will also find additional guidance and protocols on return to play at www.casasoccer.org/freedom-festival.

- I understand that I have a duty to inform CASA if I knowingly come in contact with someone who tested positive within 14 days prior of the Activity.
- I understand that I have a duty to not attend any Activity for 14 days if I develop any COVID-19 related symptoms such as a cough, shortness of breath or difficulty breathing, chills, repeated shaking with chills, muscle pain, headache, sore throat, loss of taste or smell, diarrhea, feeling feverish, or a measured temperature equal to or greater than 100.4 degrees Fahrenheit.
- I understand that if I test positive for COVID-19, I will not return to or attend any Activity without written medical clearance.
- I understand that the Entities will be implementing Return to Play Procedures and Protocols for each Activity and I certify that myself and my family will follow all rules implemented to include but not limited to all social distancing rules, practice proper hand hygiene, wearing a face covering at all times with limited exceptions for players on the field, etc.
- I willingly agree to comply with the stated and customary terms and conditions for participation as regards protections against infectious diseases. 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 Tournament Directors immediately.

ASSUMPTION OF RISK/WAIVER OF LIABILITY/INDEMNIFICATION AGREEMENT:

- A. I freely acknowledge that I have or will voluntarily register (myself/my child) to participate in this Activity. I acknowledge that participation in the Activities entails both known and unanticipated risks that could result in serious and permanent physical and emotional injuries, death, damage to property, and injury to others including, without limitation, the risks of physical or emotional injury, sickness, death, property damage, falls, collision with people and stationary objects, the unavailability of emergency medical care, and/or the negligence and/or deliberate act of another person. I understand that such risks are inherent in the Activities and that even with precautions and safety measures they cannot

be eliminated without jeopardizing the essential qualities of the Activities. **I also understand and specifically acknowledge that participation in the Activities includes possible exposure to and illness from infectious diseases including but not limited to MRSA, Influenza, and COVID-19, and while particular rules and personal discipline may reduce this risk, the risk of serious illness and death does exist.** I understand that the Released Parties (hereafter defined) shall have no obligation to provide medical assistance in the event an injury or illness occurs during the Activities. Understanding such dangers and risks, I hereby knowingly and voluntarily choose to participate in the Activities, and if applicable, I give my permission for my child to engage in the Activities described above, and (myself/my child) full assume(s) the risk of the Activities, even if rising from the negligence of the released parties. I acknowledge that this Tournament Waiver applies, without limitation, to any other risks encountered before, during, or after the Activities, whether or not the Participant knows or expects them to exist at the time of signing this Tournament Waiver, including, but not limited to, driving to or from the Activities, in parking lots or access areas, being present in any Facility at which the Activities are held, slips, falls, stairs, exits, entrances, fire and/or any other occurrence or event, known or unknown.

- B. I represent that (I/my child) is in good health and that no condition of (mine/my child's) would constrain (me/my child) from safely participating in the Activities. I understand that failure to provide information of any health condition that would constrain (me/my child) from participating could result in serious injuries or death to (me/my child). I agree to bear the costs of any injury or damages (I/my child) may suffer while participating in any Activities. I hereby authorize any Entity holding/sponsoring Activities, or representative of any said Entities, to call for medical care for (me/my child) if in the opinion of such personnel or (my/my child's) coach medical attention is needed.
- C. Participant hereby knowingly and voluntarily releases and forever discharges and covenants not to sue the Entities and/or the owners, lessees, managers, or licensees of the Facility, their respective affiliates, employees, coaches, instructors, assistants, officers, directors, owners, members, managers, shareholders, sponsors, advertisers, volunteers, and other representatives, and the heirs, personal representatives, successors and assigns of all of them (collectively with the Entities, the "Released Parties") from (1) ANY AND ALL ACTS OF ACTIVE OR PASSIVE NEGLIGENCE ON THE PART OF ANY ONE OR ALL OF THE RELEASED PARTIES, and (2) any and all liabilities, claims, causes of action, suites, controversies, judgments, demands, injuries, sickness, damages (consequential, incidental or otherwise), costs, expenses, attorney's fees, and any other legal, equitable or administrative actions or proceedings whatsoever, in tort, contract or otherwise, know or unknown, accrued or unaccrued, arising out of or related to the Activities, the Facility, the Participant, the Participant's use of the Facility, the Participant's involvement in the Activities, whether related caused by negligence or otherwise, and any other matter or thing whatsoever arising out of or relating to this Tournament Waiver, including without limitation, those based on death, physical injury, emotional injury and/or property damage (collectively "Losses"). Participant hereby agrees and shall indemnify, defend (with counsel acceptable to the Entity or Entities subject to liability) and hold each and every one of the Released Parties, jointly and severally, harmless from and against any and all Losses, including, but not limited to, any challenge by the Participant to this Tournament Waiver or any provision hereof.

PUBLICITY RELEASE:

Participant hereby irrevocably grants to the Entities and those acting with their authority or permission, the unrestricted right to copyright and use, re-use, publish, republish and display photographic and video images and audio of the Participant or in which the Participant may be included in connection with any activities undertaken by any Entity, in whole or in part, separately or in conjunction with other photographs or video or audio, in any medium now or hereafter known, and for any purpose whatsoever, including (but not by way of limitation) illustration, art, promotion, advertising, trade and/or any other purpose whatsoever, and to use the Participant's name in connection therewith. Participant hereby further expressly releases and waives any demand, action, claim, license, royalty and/or any other right to any form of payment the Participant may have based on claims as to the rights of privacy, publicity, notoriety and/or any other rights arising out of or relating

to any use by any Entity or those acting with their authority or permission of the undersigned's name, likeness, or appearance.

GENERAL TERMS:

This Tournament Waiver shall be enforced and interpreted under the laws of the State of Pennsylvania except for the conflicts of law provision of Pennsylvania. The Participant hereby consents to the jurisdiction of the courts of the State of Pennsylvania and venue for any action arising out of or related to the Tournament Waiver shall be in Dauphin County, Pennsylvania. Should any clause or any part of any clause be determined to be illegal or unenforceable such clause shall be amended to the smallest degree necessary to render such clause valid and enforceable and the remainder of this Tournament Waiver shall not be affected. The introductory statements are incorporated into this Tournament Waiver. The Participant hereby seals this Tournament Waiver as a specialty, that is, subject to a twelve (12) year state of limitations. PARTICIPANT EXPRESSLY AGREES THAT THE ASSUMPTION OF RISK, RELEASES, WAIVERS, INDEMNIFICATION, AND OTHER OBLIGATIONS CONTAINED HEREIN ARE INTENDED TO BE COMPLETE, UNCONDITIONAL AND AS BROAD AND INCLUSIVE AS PERMITTED BY THE LAWS OF PENNSYLVANIA AND ANY OTHER JURISDICTION WHOSE LAWS MAY APPLY TO THIS TOURNAMENT WAIVER. THIS TOURNAMENT WAIVER CANNOT BE AMENDED BY ANY ORAL STATEMENTS OR OTHER WRITINGS AND IS BINDING ON THE PARTICIPANT AND THE PARTICIPANT'S HEIRS, SUCCESSORS, GUARDIANS, LEGAL REPRESENTATIVES, AND ASSIGNS. A FAXED, SCANNED OR ELECTRONIC SIGNATURE SHALL BE BINDING IN LIEU OF THE ORIGINAL.

THIS TOURNAMENT WAIVER IS EFFECTIVE FROM THE DATE OF SIGNATURE AND APPLIES TO ALL ACTIVITIES OF THE ENTITIES THAT THE PARTICIPANT ATTENDS OR PARTICIPATES IN AT ANY TIME IN THE FUTURE, AND SHALL SURVIVE FOR THE LIFETIME OF THE PARTICIPANT. HOWEVER, IF PARTICIPANT IS A MINOR, IT MUST BE RESUBMITTED (1) UPON THE PARTICIPANT TURNING 18, OR (2) IF THE GUARDIAN OF THE PARTICIPANT CHANGES.

PARTICIPANT WAIVES TRIAL BY JURY IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATED TO THIS TOURNAMENT WAIVER.

The term "Entity" or "Entities" means in each case, individually or collectively, the following and all of their affiliates, parents, subsidiaries, and trade names, and the successors and assigns of all of them, whether or not expressly set forth by name herein, as may exist from time to time: (a) Capital Area Soccer Association; (b) Lower Paxton Township Parks & Recreation; (c) any third party that engages CASA to manage or promote an Activity or Activities.

FOR PARTICIPANTS OF MINORITY AGE (WHO WILL BE UNDER 18 AT THE TIME OF THE ACTIVITY):

This is to certify that I, as parent/guardian, with legal responsibility for the Participant, have read and explained the provisions in the Tournament Waiver to my child/ward, including the risks of present and participation in the Activities and his/her personal responsibilities for adhering to the rules and regulations for protection against communicable diseases. Furthermore, my child/ward understands and accepts these risks and responsibilities. I, for myself, my spouse, and child/ward do consent and agree to this Tournament Waiver, and myself, my spouse, and child/ward do release and agree to the terms and conditions of this Tournament Waiver including, but not limited to, to indemnify and hold harmless the Released Parties for any all Losses incident to my minor child's/ward's presence or participation in the Activities as provided above, EVEN IF ARISING FROM THEIR NEGLIGENCE, to the fullest extent provide by law.

[Signatures appear on the following page(s).]

