

LONGMEADOW BOYS LACROSSE ASSOCIATION, INC. - BOYS YOUTH LACROSSE PROGRAM

VOLUNTARY RELEASE AND WAIVER OF LIABILITY AGREEMENT

**PLEASE READ CAREFULLY BEFORE SIGNING. THIS RELEASE AND WAIVER OF LIABILITY AGREEMENT (THE "AGREEMENT") HAS LEGAL CONSEQUENCES AND WILL AFFECT YOUR LEGAL RIGHTS AND ABILITY TO BRING FUTURE LEGAL ACTIONS.**

IN CONSIDERATION of being permitted to participate in the Longmeadow Boys Lacrosse Association, Inc. Boys Youth Lacrosse Program and related events and activities, the undersigned, on behalf of myself and my heirs, assigns, executors, personal representatives, administrators, next of kin and other persons acting or purporting to act on my behalf or their behalf (collectively, "Related Person"), hereby acknowledge and agrees as follows:

1. **Acknowledgments of COVID-19 and Other Risks.** I fully understand that (a) the novel coronavirus SARS-CoV-2 and any resulting disease (together with any mutation, adaptation or variation thereof, "COVID-19") is extremely contagious and there is an inherent risk of exposure to COVID-19 in any place where people are present; (b) no precautions, including the protocols that will be implemented from time to time by the Centers for Disease Control and Prevention, the Massachusetts Department of Public Health, the Connecticut Valley Youth Lacrosse League, the Longmeadow Boys Lacrosse Association, Inc. and other local, state and federal authorities (collectively, the "Protocols"), can eliminate the risk of exposure to COVID-19; (c) while people of all ages and health conditions have been adversely affected by COVID-19, certain people have been identified by public health authorities as having greater risk based on age and underlying medical conditions; and (d) exposure to COVID-19 can result in being subject to quarantine requirements, illness, disability, other short-term and long-term health effects, and/or death, regardless of age or health condition. I accept personal responsibility for any and all damages, liability and other losses that I or any of my Related Persons may incur in connection with the foregoing risks.

2. **Release, Waiver of Liability, and Covenant Not to Sue.** (A) I, ON BEHALF OF MYSELF AND EACH OF MY RELATED PERSONS, HEREBY KNOWINGLY, VOLUNTARILY AND IRREVOCABLY AND FOREVER RELEASE, WAIVE AND DISCHARGE (AND COVENANT NOT TO SUE), AND AGREE TO INDEMNIFY AND HOLD HARMLESS EACH AND ALL OF THE RELEASED PARTIES FROM (OR WITH RESPECT TO) ANY AND ALL CLAIMS, SUITS, CAUSES OF ACTION AND CLAIMS FOR DAMAGES, WHETHER PAST, PRESENT OR FUTURE, AND WHETHER KNOWN OR UNKNOWN, INCLUDING, BUT NOT LIMITED TO, CLAIMS ARISING OUT OF OR IN CONNECTION WITH MY DEATH, PERSONAL INJURY, ILLNESS, DISABILITY, SUFFERING OF SHORT-TERM OR LONG-TERM HEALTH EFFECTS, OR LOSS OF OR DAMAGE TO PROPERTY (COLLECTIVELY, "LOSSES"), WHICH I OR ANY OF MY RELATED PERSONS MAY HAVE OR HEREAFTER ACCRUE AGAINST ANY OF THE RELEASED PARTIES AS A RESULT OF OR THAT RELATE IN ANY WAY TO (I) MY EXPOSURE TO COVID-19; (II) MY TRAVEL TO OR PRESENCE AT A BOYS LACROSSE PLAYING FIELDS; OR COMPLIANCE WITH ANY OF THE PROTOCOLS (III) ANY OF THE RISKS IDENTIFIED ABOVE IN SECTION 1. IN EACH CASE WHETHER CAUSED BY ANY ACTION, INACTION OR NEGLIGENCE OF ANY RELEASED PARTY OR OTHERWISE.

(B) FOR THE PURPOSES HEREOF, THE "RELEASED PARTIES" ARE: THE TOWN OF LONGMEADOW PARKS AND RECREATION DEPARTMENT AND ALL OTHER DEPARTMENTS WITHIN THE TOWN OF LONGMEADOW, THE LONGMEADOW BOYS LACROSSE ASSOCIATION, INC., ITS DIRECTORS AND OFFICERS AND EVERYONE INVOLVED AS A VOLUTEER WITH THE LONGMEADOW BOYS YOUTH LACROSSE PROGRAM, INSURERS, REPRESENTATIVES, SUCCESSORS AND/OR ASSIGNS OF EACH OF THE FOREGOING PARTIES AND OF EACH OF THE FOREGOING ENTITIES AND PERSONS, WHETHER PAST, PRESENT OR FUTURE AND WHETHER IN THEIR INSTITUTIONAL OR PERSONAL CAPACITIES.

3. **Governing Law.** I agree that this Agreement shall be governed by the laws of the Commonwealth of Massachusetts, without regard to choice of law principles.

AGREED TO AND ACCEPTED:

\_\_\_\_\_  
Name of Individual (please print)

\_\_\_\_\_  
Signature of Individual

\_\_\_\_\_  
Date

**For participants under the age of eighteen (18) at the time of registration.** This is to certify that I, as parent/guardian with legal responsibility for this participant, have read and explained the provisions of this Release and Waiver of Liability Agreement to this participant, including the risks of presence and participation and his/her personal responsibilities for adhering to the Protocols and any other rules and regulations for protection against exposure to COVID-19. I further certify that this participant understands and accepts these risks and responsibilities. I, for myself, for my spouse and this participant, do consent and agree to the Release and Waiver of Liability set forth above and agree to indemnify and hold harmless the Released Parties from and against all Losses arising out of this participant's presence or participation in the Longmeadow Boys Youth Lacrosse Program and all related events and activities, even if arising from the negligence of the Released Parties, to the fullest extent permitted by law.

AGREED TO AND ACCEPTED:

\_\_\_\_\_  
Name of Individual (please print)

\_\_\_\_\_  
Signature of Individual

\_\_\_\_\_  
Date