

RELEASE AND WAIVER OF LIABILITY

In consideration of the undersigned's participation in any and all Plano Premier Girls Lacrosse Club ("PPGL") practices, skill sessions, scrimmages, games, tournaments, team bonding events, and any and all PPGL activities and events (hereinafter referred to collectively as "Activities" and individually as an "Activity"), the undersigned acknowledges, understands and agrees to all of the following agreements and provisions contained in this Release and Waiver of Liability (this "Release and Waiver"), as follows:

1. The novel coronavirus ("COVID-19") has been declared a worldwide pandemic by the World Health Organization ("WHO"). COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact and is wide-spread across the United State of America, including the State of Texas.
2. I understand the hazards of COVID-19 and other infectious diseases and am familiar with the Centers for Disease Control and Prevention (the "CDC") guidelines regarding COVID-19. I acknowledge and understand that the circumstances regarding COVID-19 are changing from day to day and that, accordingly, the guidelines of the CDC, State of Texas, the University Scholastic League, the Counties of Dallas and Collin, Plano Independent School District, along with the rules and regulations of the owners of the premises where PPGL conducts its Activities are regularly modified and updated, and I accept full responsibility for familiarizing myself and complying with the most recent updates of such rules, regulations and guidelines.
3. I understand participation in any or all PPGL Activities includes possible exposure to and illness from infectious diseases, including, but not limited to, COVID-19. While PPGL has put into place preventative measures to reduce the spread of COVID-19 and other infectious diseases, PPGL cannot guarantee that you or your player will not become infected with COVID-19 or any other infectious disease. Further, attending any PPGL Activities could increase your risk and your player's risk of contracting COVID-19 or any other infectious disease. While compliance with PPGL's, the CDC's, and the State of Texas rules, regulations and guidelines may reduce the risk of contracting COVID-19 or any other infectious disease, the risk of serious illness and death does exist.
4. To the best of my knowledge and belief, my player and myself are of good health, are not immuno-compromised, and can fully participate in any PPGL Activities as a player or spectator. Notwithstanding the risks associated with COVID-19 or any other infectious disease, which I readily acknowledge, I hereby voluntarily choose to participate in any and all PPGL Activities as a spectator or player and to enter any and all premises used by PPGL for its Activities knowing that the Activity may be hazardous to me or to my player. I VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISKS OF LOSS, DAMAGE, PERSONAL LOSS, ILLNESS, INJURY OR DEATH FROM COVID-19, OR ANY OTHER INFECTIOUS DISEASE, THAT MAY BE SUSTAINED BY ME OR MY PLAYER AS A RESULT OF BEING ENGAGED IN ANY PPGL ACTIVITY, WHETHER CAUSED BY THE NEGLIGENCE OF PPGL, ITS MEMBERS, COACHES, BOARD OF DIRECTORS, CONTRACTORS, VOLUNTEERS, AGENTS, EMPLOYEES, OR BY ANY FACILITY OWNERS (COLLECTIVELY REFERRED TO HEREIN AS "RELEASEES" OR INDIVIDUALLY AS "RELEASEE") OR OTHERWISE.
5. In consideration for participating in or spectating any PPGL Activities and for other valuable consideration, which is hereby acknowledged, I hereby RELEASE, WAIVE, HOLD HARMLESS, DISCHARGE AND COVENANT NOT TO SUE RELEASEES from any and all liability, claims, costs,

demands, actions and causes of action whatsoever arising out of or related to any loss, damage, illness or injury, including death, that may be sustained by me or my player FROM COVID-19, OR ANY OTHER INFECTIOUS DISEASES, AS A RESULT OF BEING ENGAGED IN ANY PPGL ACTIVITY, WHETHER CAUSED BY THE NEGLIGENCE OF RELEASEES OR OTHERWISE.

6. It is my express intent that this Release and Waiver shall bind the members of my family and spouse (if any), if I am alive, and my heirs, assigns and personal representative, if I am not alive, and shall be deemed as a RELEASE, WAIVER, DISCHARGE AND COVENANT NOT TO SUE the above RELEASEES.
7. I understand that PPGL and any RELEASEE will not be responsible for any medical costs associated with any illness from COVID-19 or any other infectious disease that I or my player may sustain as a result of participating in any PPGL Activity.
8. I HEREBY KNOWINGLY AND VOLUNTARILY WAIVE ANY RIGHT TO A JURY TRIAL OF ANY DISPUTE ARISING IN CONNECTION WITH THIS RELEASE AND WAIVER. I ACKNOWLEDGE THAT THIS WAIVER WAS EXPRESSLY NEGOTIATED AND IS A MATERIAL INDUCEMENT TO THE PERMISSION GRANTED BY PPGL AND RELEASEES TO BE ON PREMISES AND TO PARTICIPATE IN ANY ACTIVITIES.
9. I hereby further agree that this Release and Waiver shall be construed in accordance with the laws of the State of Texas.
10. Electronic, email or facsimile signatures on this Release and Waiver shall be construed for all purposes as original signatures.
11. This Release and Waiver may be executed in any number of counterparts with the same effect as if all parties hereto had signed the same document. All such counterparts shall be construed together and shall constitute one instrument, but in making proof hereof, it shall only be necessary to produce one such counterpart.

BY SIGNING THIS Release and Waiver, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing, understand it, and sign it voluntarily as my own free act and deed; no oral representation, statements or inducements, apart from the foregoing written Release and Waiver, have been made; if under age eighteen (18), a parent or guardian my sign indicating their assumption of legal and financial responsibility for my participation in any Activities; and I execute this Release and Waiver for full, adequate and complete consideration fully intending to be bound by same.

I have hereunto set my hand on this ___ day of _____, 2020.

PLAYER (IF 18 OR OVER):

**PARENT/GUARDIAN ON BEHALF OF
THEMSELVES:**

By: _____

By: _____

(Signature)

(Signature)

Printed Name: _____

Printed Name: _____

**PARENT/GUARDIAN ON BEHALF OF
PLAYER UNDER 18:**

By: _____
(Signature)

Printed Name: _____

**PARENT/GUARDIAN ON BEHALF OF
THEMSELVES:**

By: _____
(Signature)

Printed Name: _____