

STONEWALL



SPORTS

Assumption of Risk, Waiver, and Release of Liability

The undersigned, being at least 21 years of age, acknowledges that I have read, understood, and signed the following assumption of risk, waiver, and release of liability.

I represent and warrant that I am physically fit and able to participate in the sports activity and have not been advised otherwise by a medical professional. I agree not to participate in any sports activity in which I am not physically able.

I agree to comply with all rules, regulations, terms, and conditions for participation in the sports activity. I agree to inspect the equipment and premises to be used prior to participation, and I agree to notify Stonewall Sports, Inc. and its local affiliate chapter if I believe anything is unsafe. I further agree not to participate in the sports activity if I believe that an unsafe condition has not been corrected.

I understand that novel coronavirus has been declared a worldwide pandemic by the World Health Organization, COVID-19 is extremely contagious and is believed to spread primarily from person-to-person contact, and infections have been confirmed throughout the United States, including in Cleveland, OH. I agree, represent, and warrant that I will not attend or participate in any Stonewall Sports activity (other than exclusively online activities) within fourteen (14) days of: (i) experiencing symptoms associated with COVID-19 (including, but not limited to, fever or chills, cough, shortness of breath or difficulty breathing, fatigue, muscle or body aches, headache, sore throat, congestion or runny nose, nausea or vomiting, and diarrhea); (ii) exposure to any person who has a suspected or confirmed case of COVID-19; or (iii) returning from any area subject to a CDC Level 3 Travel Health Notice.

I understand that Stonewall Sports, Inc. has implemented certain recommended practices in light of the current Coronavirus pandemic, including, but not limited to:

- Requiring participants and spectators (where permitted by local health guidance) to conduct daily symptom self-assessments.
- Requiring anyone experiencing symptoms associated with COVID-19 to stay home.
- Requiring all participants and spectators (where permitted by local health guidance) to avoid physical contact as much as possible, including high fives, huddles, or other close contact before, during, and after activities.
- Where possible, requiring that all equipment and items related to the sports activity be sanitized before, during, and after every sports activity and prohibiting participants from sharing equipment and items related to the sports activity that cannot be sanitized.
- Requiring that any individual attending to an injured participant wear a face covering unless otherwise prohibited by law, not advisable for health reasons, or there exists a practical reason for not doing so.
- Requiring participants to maintain six-feet of physical distance except when on the field of play.
- Requiring spectators to maintain six-feet of physical distance between individuals who are not a part of their household.
- Requiring local chapter affiliates to contact their local health department to report suspected cases or exposure to COVID-19 and to cooperate with contact tracing and notification efforts.
- Requiring local chapter affiliates to follow all local guidance and health-related orders regarding sports activities, including any rules and instructions from local venues where sports activities are held.
- Prohibiting the sharing of individual water bottles or other beverages before, during, and after activities.
- Prohibiting spitting at any time before, during, and after activities.
- Prohibiting participants and spectators (where permitted by local health guidance) from congregating in common spaces or parking lots before, during, and after activities.
- Encouraging participants (where possible given the nature of the sports activity) and spectators (where permitted by local health guidance) to wear facial coverings.
- Encouraging participants to avoid group travel to activity venues.

I understand and agree that Stonewall Sports and its local affiliates may update its policies and procedures to limit the spread of COVID-19 at any time based on updated recommended guidance and protocols issued by governmental authorities and public health agencies. I agree to, at all times, comply with Stonewall Sports' policies and procedures to limit the spread of COVID-19, including all directions given to me by my local affiliate of Stonewall Sports. I understand that failure to abide by such policies, procedures, and directions may result in my temporary or permanent ejection from the sports activity and/or sports league without refund.

I understand the potential risk of exposure to COVID-19 while participating in Stonewall Sports' activities, including, but not limited to, the following risks:

- Due to the nature of competitive sports, it may not be possible to maintain the recommended physical distancing of six (6) feet per person while participating in Stonewall Sports activities.

- Despite Stonewall Sports' efforts to limit the spread of COVID-19, my participation in Stonewall Sports' activities may still result in exposure to COVID-19, which could result in serious illness, disability, and/or death, and/or require a period of quarantine.

Further, I understand that my attendance and participation in sports activities involves certain inherent dangers and risks, including, but not limited to, the risk of physical injury, permanent disability, illness, death, or property damage or loss. These risks include, but are not limited to, those caused by: (i) the actions, inactions, or negligence of Stonewall Sports, Inc. and its local affiliate chapters and their participants, volunteers, spectators, coaches, event officials, referees, and organizers; (ii) conditions of the venue or equipment used; (iii) rules of play; (iv) weather conditions; and (v) condition of the other participants.

I hereby knowingly and freely assume all risks, whether known or unknown, associated with attending and participating in a recreational sports league (including, but not limited to, risks related to the spread of the novel coronavirus) and agree to indemnify and hold Stonewall Sports, Inc. and its local affiliate chapters and their directors, officers, employees, independent contractors, agents, representatives, sponsors, and participants, harmless from any and all liabilities, claims, demands, costs and damages (including attorneys' fees) arising out of or related to my attendance or participation in a Stonewall Sports activity.

I, on behalf of myself and my heirs, assigns, executors, personal representatives, and administrators, hereby release, waive, discharge, and covenant not to sue Stonewall Sports, Inc. and its local affiliate chapters and their directors, officers, employees, independent contractors, agents, representatives, sponsors, and other participants for any loss or damage and any claims or demands arising out of or related to my attendance at or participation in any Stonewall Sports activity, including, but not limited to property damage or loss, injury, permanent disability, illness, or death.

I understand and agree that this assumption of risk and release includes any claims or demands based on the actions, omissions, or negligence of Stonewall Sports, Inc. and its local affiliate chapters and their directors, officers, employees, independent contractors, agents, representatives, sponsors, and other participants.

I grant Stonewall Sports, Inc. and its local chapter affiliates and activity sponsors permission to use my name, photographs, videotapes, recordings, likeness, or any other record of my participation in the activity for any legitimate purpose and in any media form.

I agree not to bring alcohol or any illegal drugs to a Stonewall Sports activity.

I agree to follow the Stonewall Sports Code of Conduct, including both the anti-harassment and anti-bullying policies.

This release shall be governed by and construed in accordance with the laws of the State of Ohio without regard to conflicts of laws principles. If any provision of this release is held to be ineffective, unenforceable, or illegal for any reason, such decision will not affect the validity or enforceability of any or all of the remaining portions thereof. This release shall be binding upon my heirs, assigns, executors, personal representatives, and administrators and may be pled by Stonewall Sports, Inc. and its local affiliate chapters as a complete bar and defense against any claims, demands, damages, or causes of action brought by me or on my behalf.

I have read this waiver and release and fully understand its contents. I agree that no oral representations, statements, or inducements apart from the foregoing written agreement have been made. I am aware that by agreeing to this waiver and release I am giving up valuable legal rights, including the right to recover damages from Stonewall Sports, Inc. and its local affiliate chapters in case of illness, injury, death, or property damage or loss (and including, for the avoidance of doubt, exposure to COVID-19). I understand that this document is a promise not to sue and a release and indemnification of all claims. I freely and voluntarily agree to these terms and conditions.

Name _____ Signature _____ Date _____