



LAKOTA SPORTS ORGANIZATION
WAIVER OF LIABILITY, RELEASE OF CLAIMS,
ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT

This Waiver of Liability, Release of Claims, Assumption of Risks and Indemnity Agreement (this “Agreement”) is to certify that I, as a participant or as a parent or guardian with legal responsibility for a minor child or ward that is a participant (hereinafter “Participant”), for the benefit of Lakota Sports Organization (“LSO”) and its directors, officers, employees, teams, players, coaches, instructors, participants, volunteers, agents, representatives, independent contractors, suppliers, sponsors, successors and assigns, acknowledge that Participant will be engaged in youth sports offered by LSO, which includes, without limitation, all activities, tournaments, games, practices, events or services provided, arranged, organized, conducted, sponsored or authorized by LSO and shall also include instructional courses, seminars and sessions; travel, transport and accommodation; and other such activities, events and services in any way connected with or related to LSO and/or taking place on any facilities owned or utilized by LSO (collectively, the “Activities”).

ASSUMPTION OF RISKS: Participant acknowledges that, despite additional federal, state, and other preventative guidelines implemented by LSO as a direct response to the novel coronavirus (“COVID-19”), that COVID-19 is extremely contagious and can be spread from person-to-person contact. Participant further acknowledges that those engaged in Activities with LSO are not immune from COVID-19 or the associated risks thereof. Accordingly, Participant certifies and acknowledges that the Activities may be inherently dangerous and the risk of injury and/or illness from Participant’s participation in the Activities is significant, including the potential for permanent bodily injury, damage to personal property and even death, and Participate recognizes and assumes that risk, including possible exposure to COVID-19, and agrees to participate in the Activities despite that risk.

In accordance with the most recent guidance and protocols issued by relevant federal, state and local authorities, Participant hereby agrees, represents and warrants that neither the Participant nor Participant’s family members, wards or guests shall participate in any Activities or otherwise visit or utilize the facilities, services or programs offered by LSO within 14 days after (i) returning from highly impacted areas subject to a CDC Level 3 Travel Health Notice, (ii) exposure to any person returning from areas subject to a CDC Level 3 Travel Health Notice, or (iii) exposure to any person who has a suspected or confirmed case of COVID-19. Participant further agrees, represents, and warrants that neither Participant nor Participant’s family members, wards or guests shall visit or utilize the facilities, services, or programs offered by LSO if he or she (i) experiences symptoms of COVID-19, including, without limitation, fever, cough or shortness of breath, or (ii) has a suspected or diagnosed/confirmed case of COVID-19. Participant further agrees to immediately notify LSO if he or she believes that any of the foregoing access/use restrictions may apply.

Participant further acknowledges and agrees that LSO has taken certain steps to implement recommended guidance and protocols issued by federal, state and local authorities for slowing the transmission of COVID-19, including, without limitation, the access/use restrictions set forth above. Participant acknowledges and agrees that LSO may revise its procedures at any time based on updated recommended guidance and protocols issued by the relevant authorities, and further agrees to comply with any procedures implemented by LSO prior to engaging in any Activities offered by LSO and/or utilizing facilities owned or otherwise used by LSO.

PARTICIPANT IS AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH THE ACTIVITIES AND KNOWINGLY AND FREELY ACCEPTS AND FULLY ASSUMES ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR LOSS RESULTING THEREFROM. PARTICIPANT ACKNOWLEDGES THAT,



NOTWITHSTANDING ANY MITIGATION EFFORTS UNDERTAKEN BY LSO, THE DUTY TO COMPLY WITH RECOMMENDED GUIDELINES AND PROTOCOLS FOR SLOWING THE SPREAD OF COVID-19 IS ON THE PARTICIPANT, AND PARTICIPANT ACCEPTS RESPONSIBILITY FOR ENSURING THAT PARTICIPANT AND PARTICIPANT'S FAMILY MEMBERS, WARDS AND GUESTS ABIDE BY ANY SUCH GUIDELINES OR PROTOCOLS.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT: In consideration of LSO agreeing to allow Participant and Participant's children or wards to participate in LSO Activities and utilize the services, equipment and facilities offered by LSO, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, Participant, on his or her own behalf and on behalf of his or her family members, heirs, legal representatives, successors and assigns, hereby agrees as follows:

1. To waive and release any and all claims that Participant has or may in the future have against LSO and/or its directors, officers, employees, teams, players, coaches, instructors, participants, volunteers, agents, representatives, independent contractors, suppliers, sponsors, successors and assigns, for any and all liability for any loss, damage, expense, injury or illness, including death, that Participant may suffer or that Participant's family members, wards or next of kin may suffer, as a result of Participant's participation in Activities offered by LSO due to any cause whatsoever, including, but not limited to, negligence, breach of contract, or breach of any statutory or other duty of care owed on the part of LSO and/or its directors, officers, employees, teams, players, coaches, instructors, participants, volunteers, agents, representatives, independent contractors, suppliers, sponsors, successors and assigns;
2. To indemnify and hold harmless LSO and its directors, officers, employees, teams, players, coaches, instructors, participants, volunteers, agents, representatives, independent contractors, suppliers, sponsors, successors and assigns from and against any and all liability for any property damage, loss or personal injury to any third party resulting from Participant's or Participant's family members' participation in Activities offered by LSO and/or utilization of facilities owned or otherwise used by LSO;
3. This Release Agreement shall be effective and binding upon Participant's family members, heirs, next of kin, executors, administrators, assigns and representatives, in the event of Participant's death or incapacity; and
4. This Release Agreement and any rights, duties and obligations as between the parties to this Release Agreement shall be governed by and interpreted solely in accordance with the laws of the State of Ohio and no other jurisdiction.

In entering into this Release Agreement, Participant is not relying on any oral or written representations or statements made by LSO or any director, officer, employee, team, player, coach, instructor, participant, volunteer, agent, representative, independent contractor, supplier or sponsor of LSO with respect to the safety of participating in Activities offered by LSO, other than what is set forth in this Release Agreement.

I CONFIRM THAT I HAVE CAREFULLY READ AND VOLUNTARILY SIGN THIS WAIVER OF LIABILITY, RELEASE OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT, AND FURTHER AGREE THAT I HAVE SIGNED THIS AGREEMENT FREELY, VOLUNTARILY, UNDER NO DURESS OR THREAT OF DURESS, WITHOUT INDUCEMENT, PROMISE OR GUARANTEE BEING COMMUNICATED TO ME. I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY FAMILY MEMBERS, HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST LSO AND ITS DIRECTORS, OFFICERS, EMPLOYEES, TEAMS, PLAYERS, COACHES, INSTRUCTORS, PARTICIPANTS, VOLUNTEERS, AGENTS, REPRESENTATIVES,



INDEPENDENT CONTRACTORS, SUPPLIERS, SPONSORS, SUCCESSORS AND ASSIGNS, INCLUDING THE RIGHT TO RECOVER DAMAGES FROM LSO IN CASE OF ILLNESS, INJURY, DEATH OR PROPERTY LOSS OR DAMAGE, INCLUDING, FOR THE AVOIDANCE OF DOUBT AND WITHOUT LIMITATION, EXPOSURE TO COVID-19 DURING ANY ACTIVITIES OFFERED BY LSO OR AT ANY FACILITY OWNED OR UTILIZED BY LSO.

ACKNOWLEDGEMENT BY ADULT PARTICIPANT: From my signature below, Participant agrees and verifies the following: 1) I consent and agree to assume the risks of participation in the Activities offered by LSO, and the utilization of facilities owned or otherwise used by LSO in connection therewith; and 2) that I specifically agree to the release of liability and waiver of all claims as provided herein of LSO and, for myself, my family members, heirs, assigns and next of kin, I release liability, waive all claims, and agree to indemnify LSO and its directors, officers, employees, teams, players, coaches, instructors, participants, volunteers, agents, representatives, independent contractors, suppliers, sponsors, successors and assigns from any and all liabilities incident to my involvement or participation in the Activities even if arising from the negligence of LSO or its directors, officers, employees, teams, players, coaches, instructors, participants, volunteers, agents, representatives, independent contractors, suppliers, sponsors, successors and assigns or otherwise, to the fullest extent permitted by law.

X _____ Age: _____ Date _____

Participant's Signature

Participant's Printed Name _____

ACKNOWLEDGMENT BY PARENTS AND/OR LEGAL GUARDIANS OF YOUTH PARTICIPANTS (PARTICIPANT IS UNDER AGE 18 AS OF DATE BELOW):

From my signature below, I agree to and verify the following: 1) I am the parent or legal guardian for the Participant associated with this guardian account, 2) that the date of birth of the Participant associated with this guardian account is correct, 3) that as parent/legal guardian with legal responsibility for this Participant, I consent and agree to assume the risks of his/her participation in the Activities offered by LSO, and the utilization of facilities owned or otherwise used by LSO in connection therewith; and 4) that I specifically agree to his/her release of liability and waiver of all claims as provided herein of LSO and, for myself, my family members, heirs, assigns and next of kin, I release liability, waive all claims, and agree to indemnify LSO and its directors, officers, employees, teams, players, coaches, instructors, participants, volunteers, agents, representatives, independent contractors, suppliers, sponsors, successors and assigns from any and all liabilities incident to this Participant's involvement or participation in the Activities even if arising from the negligence of LSO or its directors, officers, employees, teams, players, coaches, instructors, participants, volunteers, agents, representatives, independent contractors, suppliers, sponsors, successors and assigns or otherwise, to the fullest extent permitted by law.

(Print Name of Youth Participant)

X _____ Date _____

Parent/ Legal Guardian's Signature

Parent/ Legal Guardian's Printed Name: _____

Relationship to Youth Participant: _____

X _____ Date _____



Parent/ Legal Guardian's Signature

Parent/ Legal Guardian's Printed Name: _____

Relationship to Youth Participant: _____