

# Suffolk Men's Soccer League

## RELEASE OF LIABILITY AND ASSUMPTION OF RISK

By signing this Release of Liability and Assumption of Risk (this "Agreement"), the individual named below (referred collectively as "I" or "me" or "my" or "myself"), on behalf of me, as well as on behalf of my heirs, next of kin, assigns and personal representatives, for good and valuable consideration, hereby agrees to all terms and conditions set forth in this Agreement.

1. I am aware of the contagious nature of the 2019 novel coronavirus disease (COVID-19 and referred to in this agreement as the "Disease") and voluntarily assume the risk, inherent and otherwise, that I and persons that accompany me to activities (the "Activities"), may be exposed to or contract the Disease by participating in any Activities, outside of my home, including Activities organized by the Suffolk Men's Soccer League (the "League") at any facility authorized by the League to host the Activities. I understand and acknowledge that such exposure or infection may result in serious illness, personal injury, permanent disability and/or death. I acknowledge that this risk may result from or be compounded by the actions, omissions, or negligence of others, including League membership. I understand that while the League has implemented preventative measures to attempt to reduce the spread of and exposure to the Disease, the League cannot and does not guarantee that I will not be exposed to or become infected with the Disease while participating in the Activities and that participating in the Activities may increase my risk of contracting the Disease. NOTWITHSTANDING THE RISKS ASSOCIATED WITH THE DISEASE, I ACKNOWLEDGE THAT I AM VOLUNTARILY ENGAGING IN THE ACTIVITIES WITH THE KNOWLEDGE OF THE DANGER INVOLVED. I HEREBY AGREE TO ACCEPT AND ASSUME ALL RISKS OF PERSONAL INJURY, ILLNESS, DISABILITY OR DEATH TO MYSELF RELATED TO THE DISEASE, ARISING FROM ENGAGING IN THE ACTIVITIES, WHETHER CAUSED BY THE ACTS, OMISSIONS, OR NEGLIGENCE OF THE LEAGUE OR OTHERWISE, I ASSUME FULL AND SOLE RESPONSIBILITY FOR ALL RISKS, KNOWN AND UNKNOWN, INHERENT OR OTHERWISE, RELATED IN ANY WAY TO THE ACTIVITIES.
2. I hereby expressly waive, release and discharge any and all claims, now known or unknown or hereafter known, against the League, and it's officers, membership, affiliates, successors, assigns (collectively, "Releasees"), on account of injury, illness, disability or death arising out of or attributable to my engaging in the Activity and being exposed to or contracting the Disease, whether arising out of the acts, omissions or negligence of the League or any Releasees or otherwise. I covenant not to make or bring any such claim against the League or any other Releasee, and forever release and discharge the League and all other Releasees from liability under such claims.

3. I am familiar with federal, state, and local laws, orders, directives and guidelines related to the Disease, including the Centers for Disease Control and Prevention (CDC) guidance on the Disease, I will comply with all such orders, directives, and guidelines while engaging in the Activities, including, without limitation, requirements related to hand sanitizing, social distancing, and use of face coverings. I will also follow all instructions of the League while engaging in Activities. I will agree not to engage in the Activities if I am experiencing symptoms of the disease (such as cough, shortness of breath or difficulty breathing, fever, chills, fatigue, an, recent loss of taste or smell, sore throat, congestion or runny nose, nausea or vomiting, or diarrhea), have had a confirmed or suspected case of the Disease within the last twenty-one (21) days, or have come into contact in the last twenty-one (21) days with a person who has been confirmed or suspected of having the Disease.
4. I, on behalf of myself, my heirs, representatives and next of kin, shall defend, indemnify, and hold harmless the League and all other Releasees against any and all losses, damages, injuries, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, actions, lawsuits, proceedings, penalties, fines, costs or expenses of whatever kind, including reasonable attorney fees, fees and costs of enforcing any right to indemnification under this Agreement, and the cost of pursuing any insurance providers, arising out of or result in from any claim of a third party related to the Disease due to myself engaging in the Activities and accused in whole or in part by the strict liability or negligence in any form of the Releasees.
5. This Agreement constitutes the sole and entire agreement of the League and me with respect to the specific subject matter contained herein, but is in addition to all other waivers and releases signed by me with regard to other risks of participating in Activities. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision in any other jurisdiction. This Agreement is binding and shall inure to the benefit of the League and myself and our respective successors and assigns. All matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the internal laws of the State of New York without giving effect to any choice or conflict of law provisions or rule (whether of the State of New York or any other jurisdiction).
6. I represent that: (i) I am at least eighteen (18) years old; (ii) I have been given an opportunity to ask questions about the contents of this document and/or to seek the advice of an attorney, and (iii) I understand that the above release is intended to be as broad as permitted in applicable law.

(SIGNATURE PAGE FOLLOWS)

**BY SIGNING, I ACKNOWLEDGE THAT I HAVE CAREFULLY READ AND UNDERSTAND ALL OF THE TERMS OF THIS AGREEMENT AND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE THE LEAGUE. I FURTHER AGREE THAT NO ORAL REPRESENTATIONS, STATEMENTS, OR INDUCEMENT APART FROM THE FOREGOING WRITTEN AGREEMENT HAVE BEEN MADE. I HEREBY KNOWINGLY AND VOLUNTARILY WAIVE ANY RIGHT TO A JURY TRIAL OF ANY DISPUTE ARISING IN CONNECTION WITH THIS AGREEMENT.**

**Participant Name (printed):** \_\_\_\_\_

**Participant Signature:** \_\_\_\_\_ **Date:** \_\_\_/\_\_\_/\_\_\_

**Participant Address:** \_\_\_\_\_

**Cell Phone Number:** (     )     --

Mandatory signage including address and phone number for document to be valid.