

INFECTIOUS DISEASE WAIVER OF LIABILITY, RELEASE OF CLAIMS, INDEMNITY AND
HOLD HARMLESS AGREEMENT

In consideration of being allowed to participate in any and all Iron Horse Lacrosse, LLC's ("Iron Horse") practices, skill sessions, scrimmages, games, tournaments, related events and activities (collectively referred to herein as, "Activities" and individually as an "Activity"), the undersigned acknowledges, understands, and agrees to all of the following agreements and provisions contained in this Infectious Disease Waiver of Liability, Release of Claims, Indemnity and Hold Harmless Agreement (the "Agreement"):

1. The novel coronavirus ("COVID-19"), has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact and is wide-spread across the United States of America, including the State of Texas.
2. I understand the hazards of COVID-19 and other infectious diseases such as MRSA and influenza and am familiar with the Centers for Disease Control and Prevention ("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 Interscholastic League, the Counties of Dallas, Harris and Travis, along with the rules and regulations of the owners of the premises where Iron Horse conducts its Activities (the "Facility Owners") 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 Iron Horse Activities includes possible exposure to and illness from infectious diseases including but not limited to COVID-19, MRSA, and influenza. While Iron Horse has put in place preventative measures to reduce the spread of COVID-19 and other infectious diseases; Iron Horse cannot guarantee that you, your player or your family members will not become infected with COVID-19 or any other infectious disease. Further, attending any Iron Horse Activities could increase your (parent/guardian) risk, your family members' risk and your player's risk of contracting COVID-19 or any other infectious disease. While compliance with Iron Horse'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, my player and myself are of good health, are not immune compromised and can fully participate in any Iron Horse Activities as a player and/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 Iron Horse Activities as a spectator and/or player and to enter any and all premises used by Iron Horse for its Activities knowing that any of the Activities may be hazardous to me. 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, MY FAMILY MEMBERS OR MY PLAYER AS A RESULT OF BEING ENGAGED IN ANY IRON HORSE ACTIVITIES, WHETHER CAUSED BY THE NEGLIGENCE OF IRON HORSE, ITS MEMBERS, COACHES, CONTRACTORS, VOLUNTEERS, AGENTS, EMPLOYEES, OR BY THE FACILITY

OWNERS (COLLECTIVELY REFERRED TO HEREIN AS “RELEASEES” OR INDIVIDUALLY AS “RELEASEE”) OR OTHERWISE.

5. In consideration for participating in or spectating any Iron Horse 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, my family members or my player FROM COVID-19, OR ANY OTHER INFECTIOUS DISEASES, AS A RESULT OF BEING ENGAGED IN ANY OF THE IRON HORSE ACTIVITIES, WHETHER CAUSED BY THE NEGLIGENCE OF RELEASEES OR OTHERWISE.
6. I shall indemnify, defend and hold harmless the RELEASEES from and against any and all claims, demands, suits, judgments, losses, costs or expenses of any nature whatsoever including, without limitation, attorneys’ fees, costs and disbursements, whether of in-house or outside counsel, and whether or not an action is brought, on appeal or otherwise, arising from or out of, or relating to, directly or indirectly, an infection of myself, my player or my family members with COVID-19, or any other infectious disease, illness or injury.
7. It is my expressed intent that this Agreement 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.
8. I understand that Iron Horse (or any RELEASEE) will not be responsible for any medical costs associated with any illness from COVID-19 or any other infectious disease that I, my player or my family members may sustain as a result of participating in any Iron Horse Activities.
9. I HEREBY KNOWINGLY AND VOLUNTARILY WAIVE ANY RIGHT TO A JURY TRIAL OF ANY DISPUTE ARISING IN CONNECTION WITH THIS AGREEMENT. I ACKNOWLEDGE THAT THIS WAIVER WAS EXPRESSLY NEGOTIATED AND IS A MATERIAL INDUCEMENT TO THE PERMISSION GRANTED BY IRON HORSE AND RELEASEES TO BE ON PREMISES AND TO PARTICIPATE IN THE ACTIVITIES.
10. I hereby further agree that this Agreement shall be construed in accordance with the laws of the State of Texas.
11. Electronic, email or facsimile signatures on this Agreement shall be construed for all purposes as original signatures.
12. If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future laws effective during this Agreement, the legality, validity, and enforceability of the remaining provisions of this Agreement shall not be affected thereby, and in lieu of each such illegal, invalid, or unenforceable provision there shall be automatically added, as part of this Agreement, a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid and enforceable.

13. This Agreement 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 Infectious Disease Waiver of Liability, Release of Claims, Indemnity and Hold Harmless Agreement, I ACKNOWLEDGE AND REPRESENT THAT I have read the foregoing Agreement, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements or inducements, apart from the foregoing written agreement, have been made; If under age eighteen (18), a parent or guardian must sign indicating their assumption of legal and financial responsibility for my participation in any of the Activities; and I execute this Agreement for full, adequate and complete consideration fully intending to be bound by same.

I have hereunto set my hand on this 27th day of May, 2020.

PLAYER (IF 18 OR OVER)

PARENT/GUARDIAN ON BEHALF OF
THEMSELVES

By: _____

By: _____

(Printed Name)

(Printed Name)

Name: _____

Name: _____

(Signature)

(Signature)

PARENT/GUARDIAN ON BEHALF OF PLAYER
UNDER 18

PARENT/GUARDIAN ON BEHALF OF
THEMSELVES

By: _____

By: _____

(Printed Name)

(Printed Name)

Name: _____

Name: _____

(Signature)

(Signature)

CITY: _____

GRAD YEAR: _____