

WAIVER OF LIABILITY, RELEASE AND INDEMNITY AGREEMENT

I/we acknowledge that our child's ability to participate in youth sports activities on the premises of Oak Hill Youth Sports Association ("**OHYSA**") is a valuable resource for our child and our family. In consideration of our child and our family being allowed to participate (including spectating) in athletic programs and related events and activities whether or not on OHYSA's premises (collectively, the "**Programs**"), the undersigned, on behalf of himself/herself, the participating minor listed below and his/her and their respective heirs, assigns, personal representatives, executors and next of kin (collectively, the "**Undersigned**"), acknowledge, represent and agree:

1. That participation in the Programs include possible exposure to disorders or illness caused by an organism or pathogen such as bacteria, virus, fungi, or parasitic organism, including but not limited to MRSA, influenza and COVID-19 (collectively, "**Diseases**"); and
2. That while adherence to rules and protocols and exercising personal discipline may reduce the risk of such Diseases, the risk of illness, including but not limited to death, does exist; and
3. To comply with the stated and customary terms and conditions for participation in the Programs, including but not limited to those regarding the protection against Diseases; and
4. That if the Undersigned observes any unusual or significant hazard or activity during the Undersigned's presence or participation in the Programs, the Undersigned will remove themselves from participation and notify the nearest OHYSA official immediately; and
5. To refrain from visiting the OHYSA premises and/or participate in any Programs if the Undersigned: (i) experiences any symptoms of Diseases, including but not limited to fever, cough or shortness of breath, (ii) has been exposed to Diseases, including but not limited to traveling from a highly impacted area or being in contact with anyone who has returned from a highly impacted area and/or who has a suspected or confirmed case of Disease and/or (iii) has a suspected or confirmed case of Disease; and
6. To hereby release, waive and forever discharge OHYSA and its directors, officers, officials, agents, volunteers, staff, employees, members, partners, independent contractors, other participants, sponsoring agencies, sponsors, advertisers and owners and lessors of premises used to conduct the Programs (collectively, "**Releasees**") from any and all liability, claims, actions, proceedings, damages, costs and/or expenses (including attorneys' fees) arising out of or relating to, directly or indirectly, any and all injury, illness, disability, death or loss or damage to person or property with respect to the Programs and any Diseases, however arising (including but not limited to the negligence of Releasees), to the fullest extent permitted by law; and
7. To not file or cause to be filed a lawsuit arising out of or relating to, directly or indirectly, any and all injury, illness, disability, death or loss or damage to person or property with respect to the Programs and any Disease, however arising (including but not limited to the negligence of Releasees), nor to encourage, participate in or cooperate with the filing of any such lawsuit, and if any such lawsuit is filed **TO INDEMNIFY OHYSA FOR ATTORNEY FEES AND LITIGATION COSTS INCURRED AND ANY DAMAGES AWARDED**; and
8. To knowingly and freely assume all risks and potential dangers, both known and unknown, with respect to the Programs and any Diseases, however arising (including but not limited to the negligence of Releasees), and assume full responsibility for the Undersigned's participation in the Programs; and
9. **TO DEFEND, INDEMNIFY AND HOLD RELEASEES HARMLESS FROM ANY AND ALL CLAIMS, ACTIONS, PROCEEDINGS, LOSSES, LIABILITY, EXPENSES (INCLUDING ATTORNEYS' FEES), DAMAGES AND/OR COSTS, OF ANY NATURE, KIND OR DESCRIPTION, OF THE UNDERSIGNED OR ANY PERSON OR ENTITY, WHETHER CAUSED BY THE NEGLIGENCE OF RELEASEES OR OTHERWISE, WHILE THE UNDERSIGNED IS PARTICIPATING IN THE PROGRAMS**; and
10. That this Waiver of Liability, Release and Indemnity Agreement (this "**Agreement**") is intended to be as broad and inclusive as is permitted under the laws of the State of Texas and that if any portion hereof is held invalid, it is agreed that the remainder shall continue in full force and effect.

I/WE HAVE READ THIS AGREEMENT CAREFULLY AND FULLY AND UNDERSTAND ITS TERMS. I/WE HAD THE OPTION TO HAVE THIS AGREEMENT REVIEWED BY AN ATTORNEY OF MY/OUR CHOOSING BEFORE SIGNING THIS AGREEMENT. I/WE UNDERSTAND THAT I/WE HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING THIS AGREEMENT AND SIGN FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT. IF SIGNING ON BEHALF OF A MINOR, I/WE ALSO UNDERSTAND AND AGREE THAT THIS AGREEMENT IS MADE ON BEHALF OF SUCH MINOR AND I/WE REPRESENT AND WARRANT TO OHYSA THAT I/WE HAVE FULL AUTHORITY TO SIGN ON BEHALF OF SUCH MINOR.