



## Owen Graham Cricket Club (OGCC)

### **WAIVER AND RELEASE OF LIABILITY**

This waiver may not be modified. Signed waivers are required to participate in OGCC events. In consideration of being allowed to participate in any way in OGCC programs, related events and activities, the undersigned acknowledges, appreciates and willingly agrees that:

1. I understand that the OGCC, respective city governments and school districts providing grounds used by the OGCC tournament, do not and cannot guarantee the construction, condition, or safety of the facilities or the equipment and that this release agreement is to be binding on me, my heirs and assigns.
2. I will comply with the stated and customary terms and conditions for participation. If, however, I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest official immediately.
3. I acknowledge and fully understand that each participant will be engaging in activities that involve risk of serious injury including traumatic brain injury, permanent disability and death, and severe social and economic losses which may result not only from their own actions, inactions or negligence but the action, inaction or negligence of others, the rules of play, or the condition of the premises or of any equipment used. Further, I accept personal responsibility for the damages following such injury including traumatic brain injury, permanent disability or death.
4. I hereby authorize and give my full consent to OGCC, in perpetuity, to copyright and/or publish any and all photographs, video and/or broadcasts in which I appear while attending any OGCC event. I further agree that OGCC may transfer, use or cause to be used, photographs, video, or broadcasts for any exhibitions, public displays, publications, commercials, online streaming, art and advertising purposes, and television programs without limitations or reservations, in perpetuity.
5. I knowingly and freely assume all such risks, both known and unknown, even those arising from the negligent acts or omissions of others and assume full responsibility for my participation.
6. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, hereby release, and agree to hold harmless OGCC, its officers, officials, volunteers, affiliated clubs, their respective administrators, directors, agents, coaches, and other employees of the organization, other participants, sponsoring agencies, advertisers, and, if applicable owners and lessors including city authorities, school districts of premises used to conduct the event, all of which are hereinafter referred to as "releasees", with respect to all and any injury, disability, death or loss or damage to person or property, whether arising from the negligence of the releasees or otherwise, to the fullest extent permitted by law. I will indemnify, save and hold harmless above named releasees of, from and against any loss, cost, expense, damage or liability that such releasees may incur as a result of, arising from or in connection with such claim, including without limitation any attorney's fees, or other costs or expenses or litigation.
7. I will comply with and be bound by the stated and customary terms and conditions for participation. If, however, I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest official immediately.

I have read this release of liability and assumption of risk agreement, fully understand its terms, and understand that I have given up substantial rights by signing it and sign it freely and voluntarily without any inducement. Additionally, I acknowledge reviewing concussion information that can be found at

[www.cdc.gov/headsup/pdfs/youthsports/parent\\_athlete\\_info\\_sheet- a.pdf](http://www.cdc.gov/headsup/pdfs/youthsports/parent_athlete_info_sheet- a.pdf).

Participant is **18 or Older** (under 18 do not need to sign)

**Participant's Name:** \_\_\_\_\_

**Participant's Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree to indemnify and hold harmless the releasees from any and all liabilities incident to my minor child's involvement or participation in these programs above, even if arising from their negligence, to the fullest extent permitted by law.

Participant is **Under 18 Years** (Parent/Guardian signature required if participant is under 18)

**Participant's Name:** \_\_\_\_\_

**Parent/Guardian Name:** \_\_\_\_\_

**Parent/Guardian Email/Phone:** \_\_\_\_\_

**Parent/Guardian Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_



# Owen Graham Cricket Club (OGCC)

## **WAIVER/RELEASE FOR COMMUNICABLE DISEASES INCLUDING COVID-19**

### ASSUMPTION OF RISK / WAIVER OF LIABILITY / INDEMNIFICATION AGREEMENT

In consideration of being allowed to participate and play in the OGCC T20 cricket tournament and related events and activities, the undersigned acknowledges, appreciates, and agrees that:

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. As a result, federal, state, and local governments and federal and state health agencies recommend social distancing and have, in many locations, prohibited the congregation of groups of people. Attending OGCC events could increase your risk, your child(ren)'s risk, and your family's risk of contracting COVID-19. By signing this agreement, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that my child(ren), my family, and I may be exposed to or infected by COVID-19 by attending OGCC events and that such exposure or infection may result in personal injury, illness, permanent disability, and death.
2. Participation includes possible exposure to and illness from infectious diseases including but not limited to MRSA, influenza, and COVID-19. While particular rules and personal discipline may reduce this risk, the risk of serious illness and death does exist; and,
3. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my participation; and,
4. I willingly agree to comply with the stated and customary terms and conditions for participation as regards protection against infectious diseases. If, however, I observe and any unusual or significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest official immediately; and,
5. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE AND HOLD HARMLESS OG Cricket Club (OGCC) their officers, officials, volunteers, agents, and/or employees, other participants, sponsoring agencies, sponsors, advertisers, and if applicable, owners and lessors of premises used to conduct the event ("RELEASEES"), WITH RESPECT TO ANY AND ALL ILLNESS, DISABILITY, DEATH, or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF RELEASEES OR OTHERWISE, to the fullest extent permitted by law.

**I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.**

Name of participant : \_\_\_\_\_

Signature of participant : \_\_\_\_\_

Date signed: \_\_\_\_\_

### **FOR PARTICIPANTS OF MINORITY AGE (UNDER AGE 18 AT THE TIME OF REGISTRATION)**

This is to certify that I, as parent/guardian, with legal responsibility for this participant, have read and explained the provisions in this waiver/release to my child/ward including the risks of presence and participation and his/her personal responsibilities for adhering to the rules and regulations for protection against communicable diseases. Furthermore, my child/ward understands and accepts these risks and responsibilities. I for myself, my spouse, and child/ward do consent and agree to his/her release provided above for all the Releasees and myself, my spouse, and child/ward do release and agree to indemnify and hold harmless the Releasees for any and all liabilities incident to my minor child's/ward's presence or participation in these activities as provided above, EVEN IF ARISING FROM THEIR NEGLIGENCE, to the fullest extent provided by law.

Name of parent/guardian : \_\_\_\_\_

Signature of parent/guardian : \_\_\_\_\_

Date signed: \_\_\_\_\_