

Players Waiver and Release Agreement

AGREEMENT

THIS AGREEMENT (the "Agreement") MUST BE CAREFULLY READ AND SIGNED IN CONSIDERATION OF my ability to participate, provide services for, conduct, prepare for or participate in any CRICKET club program, match, event or related activities (hereinafter, the "Events"). The undersigned, on behalf of himself/herself, his/her personal representative, heirs, and next of kin (hereinafter collectively, the "UNDERSIGNED") hereby agree as follows:

1. EXPRESS ASSUMPTION OF RISK: UNDERSIGNED hereby acknowledges and understands that the World Health Organization has declared COVID-19 a worldwide pandemic. COVID-19 is extremely contagious and spreads mainly from person-to-person contact. Based on currently available information and clinical expertise, older adults and people of any age who have serious underlying medical conditions may have a higher risk for severe illness from COVID-19. There have been recommended guidelines and preventative measures put in place to reduce the spread of COVID-19 in society; however, the club CANNOT GUARANTEE that UNDERSIGNED will not become exposed to or infected with COVID-19. Furthermore, participation by UNDERSIGNED in the Events could increase UNDERSIGNED's risk of contracting COVID-19. By signing this Agreement, UNDERSIGNED acknowledges the extremely contagious nature of COVID-19 and voluntarily assumes the risk that UNDERSIGNED may be exposed to or infected with COVID-19 from participation in the Events, and that such exposure or infection may involve the RISK OF SERIOUS INJURY, ILLNESS, PERMANENT DISABILITY. UNDERSIGNED understands that the risk of becoming exposed to or infected with COVID-19 by UNDERSIGNED's participation in the Events may result from the actions, omissions, or negligence of others and/or UNDERSIGNED, including, but not limited to, the RELEASEES (as defined below). UNDERSIGNED hereby expressly assumes all such risks and dangers whether presently known or unknown.

2. WAIVER AND RELEASE: UNDERSIGNED hereby RELEASES, WAIVES, AND FOREVER DISCHARGES the Durham Champions Cricket Club, and each of their respective directors, officers, employees, agents, coaches, players, administrators and independent contractors (hereinafter collectively, the "RELEASEES"), from any and all actions, causes of action, claims, suits, debts, dues, sums of money, bonds, bills, balances, losses, costs, expenses, damages, covenants, agreements, commitments, undertakings, promises, liabilities, obligations, lawsuits, judgments, orders and demands whatsoever, in law, at equity or otherwise, of whatever kind or nature, whether known or unknown, suspected or unsuspected, asserted, accrued, unaccrued, actual, contingent, or otherwise, direct or indirect and whether or not concealed or hidden arising out of, on account of or relating to any INJURY, ILLNESS (including but not limited to INJURY, ILLNESS RESULTING FROM COVID-19) of the UNDERSIGNED arising out of or related to participation in the Events (hereinafter, the "RELEASED CLAIMS"). The UNDERSIGNED covenants that the UNDERSIGNED shall not directly or indirectly, bring, commence, institute, maintain, prosecute, aid or fund in any way any action of any kind or otherwise assert against any of the RELEASEES anywhere in the world any Released Claim.

3. INDEMNITY AND HOLD HARMLESS: UNDERSIGNED hereby agrees to DEFEND, INDEMNIFY AND HOLD HARMLESS, to the fullest extent permitted by law, the RELEASEES from losses, liabilities, obligations, claims, damages, settlements, injunctions, suits, actions, proceedings, demands, charges, fines, penalties, costs and expenses of every kind and nature, including reasonable fees, expenses and disbursements of attorneys, accountants and other professionals imposed upon, asserted against or incurred by any RELEASEE in connection with, arising out of or relating to (i) any Released Claim or (ii) the UNDERSIGNED's Events, in each of (i) and (ii), whether caused by the ordinary negligence of the RELEASEES or otherwise and including and/or arising out of UNDERSIGNED's improper and/or tortious conduct in connection therewith.

4. INFORMED CONSENT AND VOLUNTARY PARTICIPATION: UNDERSIGNED fully acknowledges and understands that COVID-19 is extremely contagious. UNDERSIGNED has taken it upon himself to be fully informed of the numerous risks and potential dangers associated with COVID-19, including SUFFERING SEVERE PERSONAL INJURY, ILLNESS. UNDERSIGNED acknowledges that he or she has been informed that his or her PERSONAL SAFETY CANNOT BE GUARANTEED. UNDERSIGNED acknowledges that his or her participation in the Events are completely voluntary, and he or she believes that the potential benefits of participation and/or services provided outweigh the risk and danger associated with COVID-19.

5. ASSUMPTION OF RISK: I am aware that the sport of cricket may involve activities around equipment/play that may cause hazardous conditions which may include, among other things, dangerous zones within batting areas, and physical contact with other players, balls, and equipment. With knowledge of the dangers involved, I voluntarily ask that I be allowed to take part in the activities. I ACCEPT ANY AND ALL RISKS TO MYSELF OF INJURY, DEATH AND PROPERTY DAMAGE ARISING FROM PARTICIPATION IN THE ACTIVITIES AND THE USE OF THE FACILITIES AND PROPERTY RESERVED BY DURHAM CHAMPIONS CRICKET CLUB WHETHER OR NOT CAUSED BY THE NEGLIGENCE OR OTHER ACTION, EXCEPT INTENTIONAL ACTS, OF ANY OF THE RELEASEES.

6. OBLIGATIONS OF UNDERSIGNED: UNDERSIGNED acknowledges that it is his responsibility to do all of the following: (1) Owning the responsibility of making sure he is in good health, and have no reason why he would be incapable of participating in the activities. He will immediately notify the designated directors of Durham Champions Cricket Club, if change in his health or other condition would affect his ability to participate in the activities. UNDERSIGNED: (2) follow any specific guidelines or protocols specifically put in place by the Durham Champions Cricket Club to protect the health of the UNDERSIGNED; (3) inform the club of any Events which the UNDERSIGNED does not feel comfortable performing; (4) cease any activity and promptly report any physical discomfort, illness or complications while participating in any Event; and (5) clear his participation of any Event with a physician. UNDERSIGNED also agrees, represents and warrants that he will not participate in any Event if he or she (i) experiences symptoms of COVID-19, including, without limitation, fever, cough or shortness of breath, or (ii) has or has recently come in contact with a suspected or diagnosed/confirmed case of COVID-19.

7. Membership Fee - DCCC Membership Fee is non refundable on or after the first declared playing day of the season. First declared day of the season is decided and communicated by the DCCC admin team in the start season e-mail. An admin charge of \$20 will be deducted if any player cancel their membership before the first playing day of the season.

8. SEVERABILITY: UNDERSIGNED acknowledges that THIS AGREEMENT IS INTENDED TO BE FULLY SEVERABLE, and that if any portion of this Agreement is held invalid, it is agreed that the balance the Agreement shall continue in full legal force and effect. That shall include modifying the Agreement to allow the remainder of claims to be waived, released, and indemnified against in the event that the inclusion of any particular type of claim is found to be invalid or contrary to public policy.

9. ACCEPTANCE OF TERMS: UNDERSIGNED hereby accepts all terms set forth herein and acknowledges this is the complete agreement between the parties regarding these issues, and UNDERSIGNED agrees and acknowledges that NO ORAL REPRESENTATIONS, STATEMENTS OR INDUCEMENTS HAVE BEEN MADE APART FROM THIS AGREEMENT. UNDERSIGNED HAS COMPLETELY READ BOTH PAGES OF THIS AGREEMENT, FULLY UNDERSTANDS ITS TERMS, AND UNDERSTANDS THAT THIS IS AN IMPORTANT LEGAL DOCUMENT AFFECTING SUBSTANTIAL LEGAL RIGHTS. UNDERSIGNED SIGNS THIS DOCUMENT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE TO HIM AND UNDERSIGNED INTENDS HIS SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

