

## **2023 NAGAAA GAY SOFTBALL WORLD SERIES (GSWS) PARTICIPATION RELEASE AND WAIVER RELEASE AND ASSUMPTION OF RISK**

Thank you for participating in the 2023 NAGAAA GSWS ("Event").

**Please read this form carefully and be aware that in signing up and participating in this Event** you will be expressly assuming the risk and legal liability and waiving and releasing all claims for injuries, damages or loss which you or your child, partner, spouse, parents, etc might sustain as a result of participating in any and all activities connected with and associated with the Event.

NAGAAA is committed to offering its events in a safe manner and holds the safety of participants in high regard and it strives to reduce the risks of the Event and insists that all participants follow safety rules and instructions. However, you recognize that there is an inherent risk of injury when choosing to participate in these types of programs. You are solely responsible for determining if you have adequate skills to participate in the Event. You are also solely responsible for determining if you need personal protective equipment to participate in the Event. You understand that, even with careful and proper preparation, there is still a risk of injury, including death, from participating in the Event and it is impossible for NAGAAA to guarantee your absolute safety. Further, in the case you are injured, you consent to receive medical assistance and/or treatment from all onsite medical personnel. You recognize and acknowledge that there are certain risks of physical injury to participants in this Event and you voluntarily agree, as a condition of your participation in the Event, to assume the full risk of any injuries, costs, damages or losses, regardless of severity, that you may sustain as a result of participating in any and all activities connected with or associated with this Event. You agree to waive and relinquish all claims, specifically including those for any injury (including death), costs, damages and/or losses arising out of or otherwise incidental to participation in the Event, that you may have as a result of participating in this activity, against NAGAAA including its officers, officials, agents, employees, medical personnel, sponsors (their subsidiaries, distributors, and parent company), and volunteers (both individually and collectively).

You hereby fully release and forever discharge NAGAAA from and against any and all claims for injuries, damages, or loss, including death, that you may have arising out of, connected with, or in any way associated with this Event. This waiver and release will apply to any and all actions, causes, damages, claims, or demands of every kind, whether known or unknown, arising out of or otherwise incidental to participation in the Event. You hereby agree to indemnify, hold harmless, and defend NAGAAA from and against any and all liability or claims for loss, damage, or injury to person or property, or of any other kind, whether known or unknown, including your person and property and including claims for attorney's fees, arising out of or otherwise incidental to your participation in the Event. While participating in the Event, you agree to obey all rules, regulations, and policies of NAGAAA and all applicable laws. You agree that a violation of the rules, regulations, laws, or policies of the Event (as determined in the sole discretion of a NAGAAA representative) may result in your expulsion from the Event.

You understand and acknowledge that this Release is intended to be as broad and inclusive as permitted by the laws of the State of Wisconsin and you understand that by signing this Release, you are giving up your right to sue. You understand and agree that if any portion of this Release is held invalid by a court, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Release which shall continue to be enforceable. You further agree that this Release will be governed by the laws of the State of Wisconsin.

In conjunction with NAGAAA's possible use of my appearance or of materials supplied by me in photos and promotional materials about the Event, NAGAAA may use my name, likeness, voice, biographical information, and the material supplied by me ("Biographical Information") for the purposes of advertising, publicity, fundraising, and promotion associated with the Event. I understand that NAGAAA will own

any such photos or materials that may include my Biographical Information and will have the right to use, modify, distribute, and create derivative works of them.

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

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

In consideration of being allowed to participate in the 2023 NAGAAA GSWS, including related events and activities, the undersigned acknowledges, appreciates, and agrees that:

1. 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,
2. 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,
3. 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 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,
4. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE AND HOLD HARMLESS, NAGAAA, their officers, officials, 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.**

**I have read and fully understand the above. If registering online, my online acceptance of this document shall substitute for and have the same legal effect as an original form signature. I represent that I am executing this agreement voluntarily.**

**SPONSOR RELEASE:** By electronically accepting this document, I am opting-in to receive any and all notifications as NAGAAA deems necessary. Further, I am indemnifying any and all sponsors of the 2023 NAGAAA GSWS, their subsidiaries, distributors, and parent company from any injury that I may incur participating in the 2023 NAGAAA GSWS. This indemnification includes not only on and off the field participation, but all 2023 NAGAAA GSWS sponsored events and travel to and from any venues. I extend this indemnification to include not only myself, but those who may be acting on my behalf and/or my estate.