

Niagara Pioneer Youth Soccer League (NPSL)  
Health Liability Waiver and Assignment of Permission Form  
Required for all participants under 18 years old as of June 30<sup>th</sup>, 2022

NOTICE -NPSL's policy that all players compete at a level they are capable of, both physically and developmentally.

Niagara Pioneer Soccer League (NPSL) requires that parents/players referred to herein execute this liability waiver and assignment of permission to allow NPSL officials and their designees (including but not limited to local first responders and emergency personnel) to take any and all necessary (medical/personal safety) actions on behalf of the players, coaches, and affiliated personnel of the NPSL. NPSL requires that all participants in any NPSL sponsored activity execute this document.

Parent/Guardian name (print): \_\_\_\_\_

Parent/Guardian name (sign): \_\_\_\_\_ Date \_\_\_\_\_

Team/Organization: \_\_\_\_\_

Player's Name: \_\_\_\_\_

Phone: \_\_\_\_\_ Email: \_\_\_\_\_

I, the parent/guardian of the above-minor child, \_\_\_\_\_ hereby give permission to execute the above waiver allowing NPSL to take any and all necessary health actions and personal safety decisions related to my minor child's participation in NPSL youth soccer activities. I recognize and acknowledge that soccer is a contact sport and that as such there are inherent risks of injury and other health risks. In signing below, I accept these risks and accept all and every liability and responsibility stemming from such risks as my own, and I absolve the NPSL, its affiliated clubs, board members, volunteers, and associated personnel against any claims by or on behalf of the soccer player named above and from any responsibility for the same. I further authorize NPSL the right to use my, and the player's, name, picture and/or likeness in printed, broadcast and/or other material concerning the youth soccer activities provided such use is related to the participation in the activities and/or attendance at this event.

INFORMED CONSENT/INSURANCE

*Informed Consent:* I am the parent or legal guardian of the above named minor child and, as such, I am authorized to enter into this agreement. I agree that we will abide by the rules of NPSL and the applicable affiliated clubs for which my child will play. My/our child wishes to participate in the NPSL soccer tournament the season of this registration. I/we realize risks are involved in my/our child's participation. I/we understand that the risk to my/our child includes full range of injuries from minor to severe, and the result could be death, paralysis, or other serious, permanent disability. I/we accept this risk as a condition of my/our child's participation. I agree that my minor child and I are bound by and subject to the terms of this agreement. I understand that my signature here reflects my agreement to hereby release, waive, discharge, and covenant not to sue the NPSL, their officers, employees, volunteers, or agents from liability from any and all claims resulting in personal injury, accidents, or illnesses (including death), and property loss arising from, but not limited to, participation in the NPSL Program.

*Waiver:* In consideration of being permitted to participate in any way in the NPSL Tournament, I do hereby release, waive, discharge, and covenant not to sue the NPSL, their officers, employees, volunteers, or agents from liability from any and all claims resulting in personal injury, accidents, or illnesses (including death), and property loss arising from, but not limited to, participation in the NPSL Tournament.

*Assumption of Risks:* Participation in the NPSL Tournament carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. The specific risks vary from one activity to another, but the risks range from 1) minor injuries such as scratches, bruises, and sprains to 2) major injuries such as eye injury or loss of sight, joint or back injuries, heart attacks, and concussions to 3) catastrophic injuries including paralysis and death. I understand that the NPSL Program requires a minimum level of fitness for safe participation and that the NPSL recommends all participants have a physical examination to determine safe participation in NPSL sports activities.

*Indemnification and Hold Harmless:* I also agree to INDEMNIFY AND HOLD HARMLESS the NPSL, the Trustees of the NPSL, and their officers, employees, volunteers, and agents from any and all claims, actions, suits, procedures, costs, expenses, damages, and liabilities, including attorney's fees brought as a result of my involvement in the soccer tournament and to reimburse them for any such expenses incurred.

*Severability:* The undersigned further expressly agrees that the foregoing waiver and assumption of risks agreement is intended to be as broad and inclusive as is permitted by the law of the State of New York. If any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

*Acknowledgment of Understanding:* I have read this waiver of liability, assumption of risk, and indemnity agreement, fully understand its terms, and understand that I am giving up substantial rights, including my right to sue. I know, understand, and appreciate these and other risks that are inherent in the NPSL tournament. I hereby assert that my participation is voluntary and that I knowingly assume all such risks I acknowledge that I am signing the agreement freely and voluntarily, and intend my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law. The State of New York's law is the choice of law and the Stat

RELEASE OF LIABILITY, ASSUMPTION OF RISK AND INDEMNIFICATION AGREEMENT RELATING TO COVID-19

Participant Name: Age: The severe acute respiratory syndrome coronavirus 2, SAR-CoV-2 ("coronavirus"), causes the illness COVID-19 which has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely dangerous and the coronavirus is extremely contagious and believed to be spread from person-to-person contact. As a result, federal, state and local governments and health agencies recommend established guidelines to reduce the risk of spreading the coronavirus. These include requiring social distancing and, in many locations, prohibiting the congregation of large groups of people. These guidelines are for the safety of the public and should be followed. Notwithstanding recommendations and guidelines by these entities, it must be understood that the coronavirus and COVID-19 are continuing threats to the health and lives of the citizens of New York. \_\_\_\_\_ Club, \_\_\_\_\_ Soccer

Association, and New York State West Youth Soccer Association, ("Association"), collectively referred to as the "NYSWYSA Affiliated Organizations," have put in place preventative measures to reduce the spread of COVID-19. However, it is understood that the NYSWYSA Affiliated Organizations cannot guarantee that you or your child(ren) will not come into contact with or become infected by the coronavirus. Your mere physical presence at soccer activities of the NYSWYSA Affiliated Organizations could increase your risk and your child(ren)'s risk of becoming infected by the coronavirus and developing COVID-19. In consideration of being allowed to participate in any way in the program, related events and activities, I the undersigned, acknowledge, appreciate, and agree that: -----

----- 1. By signing this agreement, I, on behalf of myself (if a participant age 18 or older) or on behalf of myself and my minor child(ren) identified below, acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that my child(ren) and/or I may be exposed to or infected by the COVID-19 virus by attending or participating in soccer activities of the NYSWYSA Affiliated Organizations and that such exposure may result in personal injury, illness, permanent disability or death. Notwithstanding the risk of infection, my minor child(ren), if any, and I wish to voluntarily participate in soccer activities offered by the NYSWYSA Affiliated Organizations. 2. The soccer activities offered by the NYSWYSA Affiliated Organizations include, without limitation, practices and other training, soccer matches, team activities and possibly travel for soccer matches to facilities which are not under the control of the NYSWYSA Affiliated Organizations (the "soccer activities"). I understand that although the NYSWYSA Affiliated Organizations have taken precautions to provide proper organization, supervision, instruction and equipment for the soccer activities, it is impossible for the NYSWYSA Affiliated Organizations to guarantee absolute safety from infection by the coronavirus. 3. I understand that the risk of becoming exposed to or infected by the coronavirus, and the risk of developing COVID-19 through participation in the soccer activities includes the risk arising out of or related to the actions, omissions, or negligence of myself and others including, but not limited to, the NYSWYSA Affiliated Organizations and their respective directors, officers, employees, agents, and representatives. 4. I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury or harm to myself or my minor child(ren), if any, including, but not limited to, personal injury, disability, death, and illness, including developing COVID-19; and any damage, loss, claim, liability, or 2 expense, of any kind, that I may experience or incur, arising out of, caused by, or in any way related to exposure to the coronavirus or COVID-19 through participation in any of the soccer activities. 5. I hereby release, waive, covenant not to sue, discharge, and hold harmless the NYSWYSA Affiliated Organizations and their respective directors, officers, employees, agents, and representatives of and from any and all liabilities, claims, actions, damages, costs or expenses of any kind including illness, injury, disability or death arising out of, caused by or relating or in any way related to exposure to the coronavirus or COVID-19 through participation in any of the soccer activities (the "Released Claims"). I understand and agree that this release and waiver of claims includes any claims based on the actions, omissions, or negligence of the NYSWYSA Affiliated Organizations and their respective directors, officers, employees, agents, and representatives, whether a coronavirus infection occurs before, during, or after participation in any of the soccer activities. 6. I agree to protect, defend, indemnify and hold harmless the NYSWYSA Affiliated Organizations and their respective directors, officers, employees, agents, and representatives regarding any of the Released Claims, and shall be liable to pay attorneys' fees and costs incurred by the NYSWYSA Affiliated Organizations or any of the foregoing persons mentioned in this paragraph, in the event that I pursue, or any person claiming to act on my behalf or on behalf of my minor child(ren) pursues, any demand, claim or legal action based upon or in away related to the Released Claims. 7. I acknowledge my responsibility not to play or practice or to allow my child to practice or play if I am exhibiting symptoms of COVID-19. If, however, I observe any symptoms during my or my child's participation or presence at a game or practice, I will remove myself or my child from participation, and bring such to the attention of my coach or team official immediately.

e of New York is the agreed upon forum for any legal action or proceeding arising from or resulting from any actions contemplated in this agreement. It is agreed that any party may request reasonable attorney's fees resulting for any action or proceeding arising from or resulting from any actions contemplated in this agreement.

Parent/Guardian – Print Name: \_\_\_\_\_

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