



Atlanta Cricket League

Casual Cricket with Professional Outfit

(a non-profit organization)

www.atlantacriccketleague.org

WAIVER AND RELEASE OF LIABILITY, EXPRESS ASSUMPTION OF RISK, INDEMNITY AND HOLD HARMLESS AND VOLUNTARY CONSENT AGREEMENT 2021

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 Atlanta Cricket League, Inc ("League") 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 **"I/MYSELF"**) hereby agree as follows:

I understand that the risks I assume by participating in the Atlanta Cricket League include but are not limited to serious head and other bodily injuries. In consideration of receiving permission to participate in the Atlanta Cricket League, I hereby **RELEASE, WAIVE, AND FOREVER DISCHARGE** the League, USA Cricket, Atlanta Cricket Fields, City of Roswell, Gwinnett County Parks & Recreation, City of Johns Creek, City of Milton, City of Alpharetta, Forsyth County Parks & Recreation, City of Brookhaven, Cherokee County Parks & Recreation, Cobb County Parks & Recreation, City of Sandy Springs, and each of their respective volunteers, trustees, 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 OR DEATH (including but not limited to INJURY, ILLNESS OR DEATH RESULTING FROM PARTICIPATION) of MYSELF arising out of or related to participation in the Events (hereinafter, the "RELEASED CLAIMS"). I covenant that I 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.

I agree to abide by all RULES and REGULATIONS governing the Atlanta Cricket League which includes any disciplinary measures, fines or suspensions levied by the Atlanta Cricket League Board and/or Committee. I understand that the league has a zero tolerance for fighting and further understand that if I should engage in a physical altercation, I will be immediately suspended for the remainder of the league. I also understand that there are no refunds.

I attest that I am eighteen (18) years old or older and that physically fit and have no known medical conditions which prohibit participation in this sport. I understand and agree that I am responsible for the mechanical and/or operating condition of any and all sporting equipment provided by me for my use, and I agree that I will continuously inspect and maintain all equipment used, even if we have obtained any of the equipment from Atlanta Cricket League and their agents, sponsors and/or committee members and employees.

GRANT OF PERMISSION

I agree and consent to the use of my name, voice, picture, image, likeness, performance, video and/or motion pictures of MYSELF and/or my property by the Atlanta Cricket League and/or its agents. I hereby grant permission to the Atlanta Cricket League and/or it's agents to use, and/or reproduce my name, voice, picture, image, likeness, performance, video and/or motion pictures of MYSELF and/or my property and that you may distribute and exhibit these throughout the world without charge or restriction. I hereby release the Atlanta Cricket League and/or it's agents from any and all claims for damages based on the use of said name, voice, picture, image, likeness, performance, video and/or motion pictures.

I hereby agree 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 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 MY improper and/or tortious conduct in connection therewith.



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I fully acknowledge and understand that I have taken it upon MYSELF to be fully informed of the numerous risks and potential dangers associated with COVID-19, including SUFFERING SEVERE PERSONAL INJURY, ILLNESS OR DEATH. I acknowledge that I have been informed that my PERSONAL SAFETY CANNOT BE GUARANTEED. I acknowledge that my participation in the Events are completely voluntary, and I believe that the potential benefits of participation and/or services provided outweigh the risk and danger associated.

I acknowledge 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 if the inclusion of any claim is found to be invalid or contrary to public policy. This Agreement is to be interpreted and enforced under the laws of Georgia.

I hereby accept all terms set forth herein and acknowledges this is the complete agreement between the parties regarding these issues, and I agree and acknowledge that NO ORAL REPRESENTATIONS, STATEMENTS OR INDUCEMENTS HAVE BEEN MADE APART FROM THIS AGREEMENT. I HAVE COMPLETELY READ BOTH PAGES OF THIS AGREEMENT, FULLY UNDERSTANDS ITS TERMS, AND UNDERSTANDS THAT THIS IS AN IMPORTANT LEGAL DOCUMENT AFFECTING SUBSTANTIAL LEGAL RIGHTS. I SIGN THIS DOCUMENT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE TO ME AND I INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW. I was given ample opportunity to read the Agreement and/or have it reviewed by legal counsel of my choice. I was also offered a copy of this Agreement.

Player Name (Print)

Signature

Date

For participants under 18: THIS IS TO CERTIFY THAT I, AS PARENT/GUARDIAN WITH LEGAL RESPONSIBILITY FOR THIS PARTICIPANT, DO CONSENT AND AGREE TO HIS/HER RELEASE AS PROVIDED ABOVE OF ALL THE RELEASEES, AND, FOR MYSELF, MY CHILD AND OUR HEIRS, ASSIGNS, AND NEXT OF KIN, I RELEASE 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 AND/OR EVENTS AS PROVIDED ABOVE, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES, TO THE FULLEST EXTENT PERMITTED BY LAW.

Name of parent/guardian (Print)

Relationship to participant (Print)

Signature of parent/guardian

Date