

TO THE PARTICIPANT: READ THIS DOCUMENT CAREFULLY BEFORE AGREEING TO ITS TERMS. THIS DOCUMENT MAY AFFECT YOUR LEGAL RIGHTS AND MAY ELIMINATE YOUR ABILITY TO BRING LAWSUITS IN THE FUTURE IF YOU BECOME SICK OR INJURED AFTER ENTERING OR WHILE USING THE FACILITY, ATTENDING THE EVENT OR ENGAGING IN EVENT-RELATED ACTIVITIES. YOU MAY WANT TO CONSULT A LAWYER BEFORE SIGNING THIS AGREEMENT. BY SIGNING THIS AGREEMENT, YOU ARE ACKNOWLEDGING THAT YOU HAVE REVIEWED, UNDERSTOOD AND AGREED TO THE TERMS BELOW, AND THAT YOU HAVE HAD THE OPPORTUNITY TO CONSULT WITH A LAWYER OF YOUR CHOICE REGARDING ITS TERMS.

Preamble In return for you, the participant, being allowed to enter and remain at facilities and/or property of the South Bay Inline Hockey League, Inc., participate in activities in connection with the event, including, but not limited to sporting activities, recreational activities, promotional activities and any travel arrangements made in connection with those activities, you, the participant, on behalf of themselves (as defined below), consent and agree to the following terms.

1. ***Acknowledgment of COVID-19 Risks.*** You understand that (a) the novel coronavirus SARS-CoV-2 and any resulting disease (together with any mutation, adaptation or variation thereof, "COVID-19") is extremely contagious and there is an inherent risk of exposure to COVID-19 in any place where people are present; (b) no precautions, including the protocols that will be implemented at the event, (collectively, the "COVID-19 Protocols"), can eliminate the risk of exposure to COVID-19; (c) people of all ages and health conditions, including healthy young people, have been adversely affected by COVID-19; (d) certain people have been identified by public health authorities as having greater risk based on their age or underlying medical conditions; and (e) exposure to COVID-19 can result in being subject to quarantine requirements, illness, disability, and other short-term and long-term health effects, including death, regardless of a person's age or health condition. You also acknowledge that the COVID-19 Protocols may prove inadequate to prevent the exposure and transmission of COVID-19 and that it is possible that from time to time persons present at facilities and/or property of the South Bay Inline Hockey League, Inc., or at any locations in which the event may be held, may not comply fully with the COVID-19 Protocols. You understand that the implementation of the COVID-19 Protocols does not guarantee that you will not be exposed to or contract COVID-19 as a result of your attendance at facilities and/or property of the South Bay Inline Hockey League, Inc. for the event or pass COVID-19 on to others, including other family members of participant. You understand and knowingly and voluntarily assume all risks related to traveling to and from, Wilson Park Hockey Rink for practicing, playing games or any other events sponsored by the South Bay Inline Hockey League. Those risks may include an increased risk of exposure to illness (including, but not limited to, COVID -19), personal injury, disability, and other short-term or long-term health effects including death, which might result not only from your own actions, inactions or negligence, but from the actions, inactions or negligence of any of the Released Parties (as defined below). You accept that they have personal responsibility for any and all costs and expenses, damages, liability, and other losses that you or family member may incur in connection with the risks described above.

2. ***Acknowledgement of Event Participation Risks.*** There are inherent risks that come with participating in the game of ice hockey. Inherent risks are risks that cannot be eliminated completely regardless of the

care and precautions taken. For example, ice hockey may test your physical limits, which creates an inherent risk of physical injury. Other inherent risks include contact or collision with other persons or objects, head injury, inadequate or negligent first aid or emergency measures, weather-related hazards, and natural hazards. You understand and acknowledge that any of these risks, and others not specifically listed here, could cause injuries that may be minor (for example, scrapes, bruises, sprains, nausea, cuts), serious (for example, property loss or damage, broken bones, fractures), or catastrophic (for example, rare occurrences of permanent disabilities or death). You accept that you have personal responsibility for any and all costs and expenses, damages, liability, and other losses that you may incur in connection with the risks described above.

3. Participant Acknowledgements. You acknowledge that the following statements are true and accurate and that no Released Parties (as defined in paragraph 4 below) can be held responsible in any way if they are not: (i) You have consulted with your own doctor to ensure that your participation in the game of ice hockey will not pose any unusual risks to your health and well-being, (ii) You are in good condition physically and have not been advised or cautioned against participation in the game of ice hockey by your doctor or any other medical practitioner, (iii) You are covered by your own medical insurance. (iv) There are certain South Bay Inline Hockey League, Inc. events that are not covered under the secondary league insurance, such as open pick ups, stick times or scrimmages. You authorize the Released Parties to secure emergency medical care or transportation (i.e., EMS) for you when deemed necessary by the Released Parties at the sole cost of yourself.

4. Release, Waiver and Covenant Not To Sue. For purposes of this Agreement, (i) the term “Released Parties” shall mean the South Bay Inline Hockey League, Inc., and staff members thereof, present and future, and every officer, agent and employees of the South Bay Inline Hockey League, Inc., (ii) the term “Claims” shall mean any and all liability, lawsuits, causes of action and claims for damages, costs or expenses, whether past, present or future, and whether known or unknown. You on your own behalf, and on behalf of your Related Persons, hereby knowingly, voluntarily and irrevocably and forever release, waive and discharge (and covenant not to sue), each and all of the Released Parties from (or with respect to), all Claims, including, but not limited to, Claims arising out of or in connection with my death, personal injury, illness, disability, suffering of short-term or long-term health effects, or loss of or damage to property, which you and any Related Persons may have or hereafter accrue against any of the Released Parties as a result of or that relate in any way to (i) your exposure to COVID-19; (ii) Your attendance at facilities and/or property of the South Bay Inline Hockey League, Inc., and participation in activities at or related to the game of ice hockey; (iii) Your travel to or presence at the Event, or at any location to which you may travel in connection with Event activities; or (iv) any of the risks identified above in paragraphs 1 and 2 of this Agreement. You understand that this release, waiver and covenant not to sue includes any Claims based on the negligence, action or inaction of any of the Released Parties and covers Claims of any sort, whether suffered before, during or after your participation in the game of ice hockey. You recognize and agree that this release and waiver of liability is a full, general and final release and waiver of all Released Claims. You further acknowledge that you have read Section 1542 of the Civil Code of the State of California, which currently provides as follows: A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO

EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY. You understand that, pursuant to Section 1542, you have the right not to release existing claims of which you are not now aware, unless you voluntarily choose to waive this right. Even though you acknowledge that you are aware of such right, by signing below, you nevertheless hereby voluntarily waive such rights and elects to assume all risks for claims that now exist in your favor, known or unknown, arising from the subject matter of the waiver of liability and release set forth herein.

5. Dispute Resolution. You agree to engage in good faith efforts to mediate any dispute that might arise concerning this Agreement. Any agreement reached will be formalized by a written contractual agreement at that time. Should the dispute not be resolved by mediation, you agree that all disputes, controversies, or claims arising out of or related to your participation in the game of ice hockey shall be submitted to binding arbitration in accordance with the applicable rules of the American Arbitration Association then in effect. The cost of such action shall be shared equally by the parties. You further agree that the arbitrability of any dispute, controversy, or claim arising out of your participation in the game of ice hockey will be submitted to an arbitrator in accordance with the applicable rules of the American Arbitration Association then in effect. The Arbitration Rules of the American Arbitration Association are available on-line at www.adr.org.

6. Class Action Waiver. You agree that all claims against any Released Person arising out of your participation in the game of ice hockey must be pursued on an individual basis only. By signing this Agreement, you waive any right to commence, or be a party to, any class action, or any other sort of collective claims against the Released Parties.

7. Governing Law. You agree that this Agreement shall be governed by the laws of the State of California without regard to choice of law principles.

8. Severability. You agree that if any part of this Agreement is declared illegal, unenforceable or ineffective to any extent, that part of the Agreement shall be modified, if possible, in order to achieve the intentions of the parties, and, if necessary, that part of the Agreement shall be severed from the rest of the Agreement, so that all of the other provisions contained in this Agreement shall remain valid and binding.

THE WAIVERS AND RELEASES GRANTED BY PARTICIPANT HEREUNDER ARE LEGALLY BINDING AND SHALL BE CONSIDERED IRREVOCABLE. PARTICIPANT AGREES THAT THE ORGANIZERS MAY RELY UPON THIS AGREEMENT TO THE FULLEST EXTENT PERMISSIBLE AT LAW OR IN EQUITY. I HAVE CAREFULLY READ AND VOLUNTARILY SIGN THIS AGREEMENT. I understand its terms, including that I am giving up substantial legal rights. I understand that this Agreement is a material inducement for my admission to and continued participation in the game of hockey and that the game of hockey and the other Released Parties are relying upon it. I also agree that no promises, statements or inducements contrary to anything contained in this Agreement have been made by any of the Released Parties. I acknowledge that I have had the opportunity to seek legal advice regarding this Agreement from a lawyer of my or their choice.

For and in consideration of participant's registration with the South Bay Inline Hockey League, Inc., its Affiliate, Local association and member team (hereafter SBIHL) and being allowed to participate in SBIHL events and member team activities, the participant, the parent(s) or legal guardian(s) of participants relinquish any and all liability for and cause of action for personal injury, property damage or wrongful death occurring to participant arising out of participation in SBIHL events, member team activities, the sport of hockey, and/or activities incidental thereto, whenever or however they occur and for such period said activities may continue, and by this agreement any such claims, rights, and causes of action that participant may have are hereby relinquished and the participant (or parent(s)/guardian(s)) does(do) so on behalf of my/our and participant's heirs, executors, administrators and assigns.

Participant and/or participant's parent(s)/guardian(s) acknowledge, understand and assume all risks inherent in hockey and any member team activities, and understand that said sport and activities involve risks to participant's person including bodily injury, partial or total disability, paralysis, and death, and damages which may arise therefrom and that I/we have full knowledge of said risks. These risks and dangers may be caused by the negligence of the participant or the negligence of others, including the "releasees" identified below. It is further acknowledged that there may be risks and dangers not known to us or are not reasonably foreseeable at this time. I/ We agree to abide by and be bound under the rules of the South Bay Inline Hockey League, Inc., including the By-Laws of the corporation and the arbitration clause provisions, as currently published. Copies are available to SBIHL members upon written request.

Participant and/or participant's parent(s)/guardian(s) acknowledge, understand and assume the risks, if any, arising from the conditions and use of the Charles H. Wilson Park hockey rink and related premises and acknowledges and understands that included within the scope of this waiver and release is any cause of action, arising from the performance, or failure to perform maintenance, inspection, supervision or control of said areas and for the failure to warn of dangerous conditions existing at said rinks, for negligent selection of certain releasees, or negligent supervision or instruction by releasees. Participant or participant's parent(s)/guardian(s) agree if any claim for participant's personal injury or wrongful death is commenced against releasees, he/she shall defend, indemnify and save harmless releasees from any and all claims or causes of action by whomever of wherever made or presented for participant's personal injuries, property damage or wrongful death.

It is the purpose of this agreement to exempt, waive and relieve releasees from liability for personal injury, property damage, and wrongful death caused by negligence, including the negligence, if any, of releasees. 'Releasees' include the South Bay Inline Hockey League, Inc., its Affiliate Associations, Local Associations, Member teams, event hosts, other participants, coaches, officials, sponsors, advertisers, owners and operators of the premises used to conduct any event and each of them, their officers, directors, agents and employees.

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. 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. 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.

Participant and/or participant's parent(s)/guardian(s) acknowledge that they have been provided and have read the above paragraphs and have not relied upon any representations of releasees, that they are fully advised of the potential dangers of hockey and understand these waivers and releases are necessary to allow amateur hockey to exist in its present form. Significant exclusions may apply to South Bay Inline Hockey League, Inc. insurance policy, which could affect any coverage under our policy. Contact the South Bay Inline Hockey League, Inc. if you have any questions.