

# HARRISBURG YOUNG PROFESSIONALS (“HYP”)

## *Waiver of Liability, Assumption of Risk, and Indemnity Agreement*

**Waiver:** In consideration of being permitted to participate in any way in one or all of the following HYP events (hereinafter “HYP Sports”):

- Dodgeball
- Basketball
- Soccer
- Cornhole
- Sand Volleyball
- Kickball
- Mini-Golf
- Sand Volleyball
- Flag Football
- Bowling
- All HYP committee run events

I, for myself, my heirs, personal representatives or assigns, do hereby release, waive, discharge, and covenant not to sue HARRISBURG YOUNG PROFESSIONALS, its Board of Directors, officers, employees, members, and agents from liability from any and all claims including the negligence of Harrisburg Young Professionals, its Board of Directors, officers, employees, members and agents, resulting in personal injury, accidents or illnesses (including death), and property loss arising from, but not limited to, participation in HYP Sports.

**Assumption of Risks:** Participation in HYP Sports 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 include: 1) minor injuries such as scratches, bruises, and sprains; 2) major injuries such as eye injury or loss of sight, joint or back injuries, heart attacks, and concussions; 3) catastrophic injuries including paralysis and death, and 4) exposure to infectious diseases, such as COVID-19.

By signing this agreement, I specifically acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that I may be exposed to or infected by COVID-19 by my participation in HYP Sports and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 by my participation in HYP Sports may result from the actions, omissions, or negligence of myself and others, including, but not limited to, HARRISBURG YOUNG PROFESSIONALS, its Board of Directors, officers, employees, members, and agents.

In addition, you represent and warrant that you are not currently: 1) experiencing any symptoms of COVID-19, including, without limitation, fever, cough, difficulty breathing/shortness of breath, chills, fatigue, headache, muscle pain/body aches, sore throat, congestion/runny nose, nausea or vomiting, diarrhea, or new loss of taste or smell, 2) none of your household members have tested positive for COVID-19 or are experiencing symptoms of COVID-19; and 3) within the past 14 days, you have not had any close contact with anyone who is known to be COVID-19 positive or who has been advised to isolate due to symptoms of COVID-19.

I have read the previous paragraphs and I know, understand, and appreciate these and other risks that are inherent in HYP Sports. I hereby assert that my participation is voluntary and that I knowingly assume all such risks.

**Indemnification and Hold Harmless:** I also agree to INDEMNIFY AND HOLD Harrisburg Young Professionals HARMLESS 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 activity and to reimburse them for any such expenses incurred.

**Media Release:** In further consideration of being permitted to participate in HYP Sports, and in consideration of Harrisburg Young Professionals' efforts to provide meaningful and beneficial networking opportunities through my participation in HYP Sports, and for other good and valuable consideration, I hereby irrevocably grant permission and a perpetual license to Harrisburg Young Professionals to use, reproduce, adapt, distribute, display, and publish in any medium, without limitation, any image, photograph, audio, drawing, written description, remark, commentary, or video (collectively, "Works") which are related to my participation in Harrisburg Young Professionals' events, including HYP Sports, that Harrisburg Young Professionals or Harrisburg Young Professionals' representative(s) have photographed or collected in and for any Harrisburg Young Professionals' marketing and promotion materials (the "Materials").

Additionally, I irrevocably grant permission and a perpetual license to Harrisburg Young Professionals to use, reproduce, adapt, distribute, display, and publish in any medium, without limitation, any image or likeness of me and of my voice and/or statements (the "Publicity Rights") in the Materials from my participation in Harrisburg Young Professionals' events, including HYP Sports. I waive all rights of publicity or privacy that I may have in connection with the Materials and their use.

I agree that Harrisburg Young Professionals will own the Materials and any works into which the Materials are incorporated. Harrisburg Young Professionals is in no way obligated to use the Materials and will retain full editorial control over the Materials. If Harrisburg Young Professionals uses the Materials, Harrisburg Young Professionals will have no obligation to identify me in any way. I further understand that the Works and my Publicity Rights may be altered in the Materials. I expressly waive the right to review or approve the Materials or any works that the Materials may be incorporated into or used in conjunction with now or in the future. I understand that no compensation will be provided to me for the use of the Materials and that I may not be informed in advance of the specific use of the Materials.

This Release permits Harrisburg Young Professionals or Harrisburg Young Professionals' representative(s) to submit the Materials to one or more news and media outlets; to include the Materials in compilations of the events and HYP Sports; and to otherwise distribute, publicly display (including, but not limited to, on websites and social media or networking sites), reproduce, publish, and produce derivative works from the Materials for the marketing and promotion of Harrisburg Young Professionals' events, mission, and community outreach efforts.

I understand that the terms of the Release do not grant me any legal right to any works that Harrisburg Young Professionals or Harrisburg Young Professionals' representative(s) may produce using the Materials.

I release Harrisburg Young Professionals and Harrisburg Young Professional's representatives (including, but not limited to, its Board of Directors, officers, employees, members, and agents) from any and all claims and liability relating to the use and publication of the Materials. I shall not make any claims, or authorize the making of any claims, related to Harrisburg Young Professionals' use of my Publicity Rights or the Materials.

**Consent to receive Text Messages**. By providing my phone number below and checking the "Yes" box, I authorize Harrisburg Young Professionals and its service providers, to contact me at the provided phone number via text (SMS) message using automated messaging/dialing technology for marketing and advertising purposes. I understand this is not a condition for participating in HYP Sports, and that I do not have to provide my phone number and check the "Yes" box. I understand message and data rates may apply. To opt-out at any time, I can reply "STOP" to 717-257-0406.

**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 Commonwealth of Pennsylvania and that 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, media release, and indemnity agreement, fully understand its terms, and understand that I am giving up substantial rights, including my right to sue. I certify I am over 18 years of age. I acknowledge that I am signing the agreement freely and voluntarily and intend by my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law.

**NAME:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_

**PHONE NUMBER:** \_\_\_\_\_

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