

## Consent and Release

***This document has legal consequences. Read it carefully.***

Event: \_\_\_\_\_ Location: \_\_\_\_\_ Event Date: \_\_\_\_\_

In consideration for being allowed to participate in this Event, I agree to the following:

**I'll be courteous and professional at the Event.** I'll abide by the rules of the Event location (e.g., the Providence Park Guest Guide) and the directions of staff at the Event.

**I acknowledge and accept COVID-19 risks.** I 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 by the Released Parties (defined below) or any other person (such as by federal and state governmental agencies) (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) some 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. I 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 people present at the Event, or at any Event location, may not comply fully with the COVID-19 Protocols. I understand that the implementation of the COVID-19 Protocols does not guarantee that I will not be exposed to or contract COVID-19 as a result of my participation in the Event or pass COVID-19 on to others, including my family members.

**I know that there are many risks in participating in the Event.** Some of the risks cannot be eliminated no matter how much care is taken. Risks include, for example, exposure to illness (including, but not limited to, COVID-19), collisions, negligent first aid, and natural hazards. Some risks could include short-term or long-term health effects and could result in injuries that are minor (e.g., scrapes and bruises) and some that are catastrophic (e.g., disability or death). These risks might result not only from my own actions, inactions or negligence, but from the actions, inactions or negligence of any of the Released Parties (as defined below). It's my responsibility to confirm with my doctor that my participation won't pose a threat to me.

**I understand and knowingly and voluntarily accept the risks involved in participating at the Event and the consequences of any injuries I may suffer.** My participation is voluntary. I have the skills necessary to participate in the Event and my doctor has not cautioned me against participating. It's my job to monitor my own condition during the Event and to stop participating if my participation might hurt myself or others. I'm covered by medical insurance. If Peregrine Sports LLC (dba Portland Timbers, Portland Thorns, Stand Together) thinks it's necessary, it may seek emergency medical care or ambulance for me at my cost. I'm not entitled to compensation for participating in the Event. I accept that I have personal responsibility for any and all costs and expenses, damages, liability, and other losses that I or my heirs, assigns, executors, administrators, next of kin and other persons acting or claiming to act on my behalf may incur in connection with the risks involved in my participation in the Event.

**I agree to be recorded, photographed, or videoed at the Event.** I hereby authorize the Released Parties and each of their successors, assignees, licensees, designees and affiliates to use, reproduce, distribute, perform, display, create derivative works, copyright, and permit others to use my name, image, likeness, and voice, and any photographs, recordings, videos, writings, statements, and quotations about me or by me related to the Event. That use can occur in any format (e.g., the Internet, television, newspaper) even if that format is created after today and may be for any purpose (e.g., advertising) without payment to me or my consent. My authorization in this paragraph is perpetual and irrevocable. Peregrine Sports isn't required to use any materials about me or by me. All of the materials, including copies of materials, are owned only by Peregrine Sports. I'll not dispute the agreement I made in this paragraph or Peregrine Sports rights to use and license the materials. I waive any right to inspect or approve the materials or the way materials are used. I'm not a member of any collective bargaining organization that may limit the rights I've granted and released in this document (e.g., Screen Actors Guild or American Federation of Television and Radio Artists). I'm not entitled to compensation for the rights I granted in this paragraph.

**I understand that I may be subject to a background check by nonprofit Event partners.** The requirement for a background check depends on the nature of the Event and on the nonprofit's requirements associated with this type of Event. I will be notified if the Event requires a background check and I will have the option to grant or deny the nonprofit permission to run the background check.

**I hereby knowingly, voluntarily, and irrevocably and forever release, indemnify, hold harmless, and covenant not to sue the "Released Parties"** from *all* Claims. The "Released Parties" are Peregrine Sports, Soccer United Marketing, LLC, Major League Soccer, L.L.C., National Women's Soccer League LLC, NWSL Media, LLC, U.S. Soccer Federation, any promoter of the Event, and any nonprofit Event partners and each of their advertisers, assignees, successors, officers, directors, agents, representatives, licensees, employees, sponsors, owners, subcontractors, teams, operators, and affiliates. "Claims" means 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. Claims include, but are 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 I or my heirs, assigns, executors, administrators, next of kin and other persons acting or claiming to act on my behalf may have or later accrue against any of the Released Parties as a result of or that relate in any way to (i) my exposure

to COVID-19; (ii) my participation in the Event; (iii) the risks identified in this document; and (iv) the exercise of rights granted to the Released Parties in this document. I understand that this release, indemnity, hold harmless, 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 Participant's participation in the Event.

**I'll mediate any dispute** relating to this document or my participation in the Event in good faith on an individual basis, not as a class or as a representative of others. If mediation does not resolve the dispute, I'll participate in binding arbitration by the Arbitration Service of Portland on an individual basis, not as a class or as a representative of others. Claims cannot be joined or consolidated unless Peregrine Sports agree. I'll pay for half the costs of mediation and arbitration. Any actions that end up in court will only be brought in state and federal courts located in Multnomah County, Oregon. Oregon law applies to this document. If one part of this document is invalid, the rest of the document will still be valid.

**I have the right, power, and authority to sign this document.**

Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

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

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**If the participant is under 18 years old or lacks legal capacity**, I'm the parent or legal guardian of the participant and I have authority to authorize the participant's signature and consent. I have read and approved this document and I agree to its terms on behalf of myself and the participant. I have the right, power, and authority to sign this document. I agree to indemnify and hold harmless the Released Parties from and against any liability arising out a claim of invalidity of my statements made in this paragraph.

Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

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

Signature: \_\_\_\_\_ Date: \_\_\_\_\_