

United States Throwball Association Release, Consent, and Code of Conduct Agreement

I, the undersigned participant (the "Participant"), in consideration of my participation in the United States Throwball Association/Ismaili Throwball Association Tournament and other good and valuable consideration, on behalf of myself and my heirs, successors, assigns, and any other persons and entities claiming through or under me or any of my heirs, successors, or assigns, agree to the following:

- I agree to RELEASE, DISCHARGE, EXONERATE, INDEMNIFY, and HOLD HARMLESS all institutions and organizations of the Ismaili community (including, but not limited to, the United States Throwball Association/Ismaili Throwball Association), their respective decision-makers, members, officers, employees, staff, volunteers (including, but not limited to, those volunteers associated with the Program), representatives, attorneys, and agents (collectively, the "Indemnities") from and against any and all losses, causes of action, liabilities, suits, costs, expenses, damages, and claims of every nature whatsoever, known or unknown, whether based in part or in whole on one or more Indemnites' sole or contributory negligence, one or more Indemnites' sole or contributory gross negligence, one or more Indemnites' strict liability, or otherwise (including, but not limited to, one or more Indemnites' negligence or gross negligence that causes injury or damage jointly and/or concurrently with my negligence or gross negligence, with the negligence or gross negligence of one or more other Indemnites, or with the negligence or gross negligence of any other person or entity whatsoever), arising in any manner, directly or indirectly, out of or incidental to any and all acts, omissions, rules, regulations, policies, procedures, and/or guidelines with regard to, or otherwise in connection with, (i) the Program, (ii) any travel or transportation which participation in the Program may involve, (iii) any travel or transportation to or from any aspect or component of the Program, (iv) any travel or transportation to or from the metropolitan area in which the Program is taking place, (v) chaperones, or (vi) any lodging or accommodations;**
- I HEREBY AUTHORIZE THE INDEMNITEES TO INFORM AND INVOLVE MY FAMILY MEMBERS WITH REGARD TO ANY AND ALL VIOLATIONS (OF ONE OR MORE RULES, REGULATIONS, AND/OR GUIDELINES) THAT I MAY BE SUSPECTED OF COMMITTING, AS WELL AS ANY AND ALL ALLEGATIONS AND/OR INFORMATION IN CONNECTION THEREWITH. BY THIS AUTHORIZATION, I HEREBY FOREVER RELEASE, DISCHARGE, EXONERATE, HOLD HARMLESS, AND INDEMNIFY ALL INDEMNITEES FROM ANY AND ALL CAUSES OF ACTION, LIABILITIES, LOSSES, SUITS, CLAIMS, EXPENSES, DAMAGES, AND CLAIMS, OF EVERY NATURE, INCLUDING, BUT NOT LIMITED TO, CLAIMS FOR OR RELATED TO LIBEL, SLANDER, DEFAMATION, INVASION OF PRIVACY, MISUSE OF INFORMATION, AND ANY OTHER CLAIMS OR CAUSES OF ACTION, KNOWN OR UNKNOWN, WHETHER BASED IN PART OR IN WHOLE ON ONE OR MORE INDEMNITEES' SOLE OR CONTRIBUTORY NEGLIGENCE, ONE OR MORE INDEMNITEES' SOLE OR CONTRIBUTORY GROSS NEGLIGENCE, ONE OR MORE INDEMNITEES' STRICT LIABILITY, OR OTHERWISE (INCLUDING, BUT NOT LIMITED TO, ONE OR MORE INDEMNITEES' NEGLIGENCE OR GROSS NEGLIGENCE THAT CAUSES INJURY OR DAMAGE JOINTLY AND/OR CONCURRENTLY WITH MY NEGLIGENCE OR GROSS NEGLIGENCE, WITH THE NEGLIGENCE OR GROSS NEGLIGENCE OF ONE OR MORE OTHER INDEMNITEES, OR WITH THE NEGLIGENCE OR GROSS NEGLIGENCE OF ANY OTHER PERSON OR ENTITY WHATSOEVER), ARISING IN ANY MANNER, DIRECTLY OR INDIRECTLY, OUT OF OR INCIDENTAL TO ANY AND ALL ACTS AND/OR OMISSIONS WITH REGARD TO, OR OTHERWISE IN CONNECTION WITH, INFORMING AND/OR INVOLVING ONE OR MORE OF MY FAMILY MEMBERS WITH REGARD TO ANY AND ALL VIOLATIONS (OF ONE OR MORE RULES, REGULATIONS, POLICIES, PROCEDURES, AND/OR GUIDELINES) THAT I MAY BE SUSPECTED OF COMMITTING, AND/OR OF ANY AND ALL ALLEGATIONS AND/OR INFORMATION IN CONNECTION THEREWITH;
- I grant to each of the Indemnites and each of their legal representatives, licensees, assigns, and affiliates,

the absolute and irrevocable right, permission, consent, and license to take photographs, videos, and sound recordings of me during the Program. I also grant to each of the Indemnites, and each of their legal representatives, licensees, assigns, and affiliates, the absolute and irrevocable right, permission, consent, and license to use, reuse, publish, republish, distribute, and/or modify these photographs, videos, and sound recordings of me, in whole or in part, individually or in connection with other material, and in any and all media now or hereafter known, and for any purpose whatsoever;

4. I hereby give my consent to any medical or surgical treatment that I may need; provided, however, nothing contained herein shall be deemed an obligation on any person or entity (including without limitation any of the Indemnites) to provide any such medical or surgical treatment. I understand and accept that the cost of all medical and surgical treatment shall be paid by me;
5. I agree to observe, follow, and comply with all of the expectations, rules, and guidelines set forth in the attached Code of Conduct, which is incorporated herein by reference;
6. I agree to observe, follow, and comply with all of the consequences that result against me or anyone else pursuant to the attached Code of Conduct (and/or pursuant to any violation of any term or provision in the attached Code of Conduct), which is incorporated herein by reference;
7. In the event of cancellation of the United States Throwball Association/Ismaili Throwball Association due to unforeseen circumstances, no refund will be provided;
8. The delay or failure of any or all of the Indemnites to insist at any time upon the strict performance of any policy, expectation, covenant or agreement or to exercise any option, right, power, or remedy contained in this Agreement or in the attached Code of Conduct, which is incorporated by reference herein, is not to be construed as a waiver or relinquishment of the policy, expectation, covenant or agreement, nor of the option, right, power, or remedy belonging to one or more of the Indemnites;
9. Any controversy or claim arising out of or relating to the Program or this Release, Consent, and & Code of Conduct Agreement ("this Agreement") shall be submitted for mediation before United States Throwball Association/Ismaili Throwball Association or any other local body designated by it, prior to the filing of a lawsuit or other legal proceeding in any court; and
10. The provisions (whether in the form of consents, authorizations, releases, agreements, or otherwise) of this Agreement should be construed to the greatest extent allowed by law. In the event that any of the provisions of this Agreement, or the application hereof to any individual or circumstance, is held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect under present or future laws, this Agreement shall be fully severable from the invalid, illegal, or unenforceable provisions and this Agreement shall then be construed and enforced as if the invalid, illegal, or unenforceable provisions had not been contained in this Agreement; and in such event, the remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal, invalid, or unenforceable provisions or by their severance from this Agreement. Furthermore, in lieu of any illegal, invalid, or unenforceable provisions, there shall be added automatically as part of this Agreement provisions as similar in terms to such illegal, invalid, or unenforceable provisions as may be possible and be legal, valid, and enforceable.

Signature of Participant

Date

Attachment

Code of Conduct

Participant Expectations:

In order to participate as an athlete or coach at the United States Throwball Association/Ismaili Throwball Association (the “Program”):

- The participant must be at least 12 years old, residing in the United States.
- If the participant is 16 years of age or older, the participant must bring and present an acceptable form of a government issued photo ID;
- The participant is responsible for obtaining a copy of rules and regulations from the ismailithrowball.com website in which the participant is participating;
- Any of the sports managers or event coordinators may declare that the participant or his/her team has forfeited a game when the participant or his/her team is not prepared to play at the scheduled time for the game; and
- The participant must respect and obey the referee’s decisions with regard to each game. If there is a dispute to be handled, only the team’s captain may approach the referee.

Attendee Expectations:

The following expectations apply to athletes, coaches, parents, chaperones, volunteers, and spectators (collectively, the “Attendees”, and each may also be referred to herein as an “Attendee”):

- Positive attitude, gentle inquiry and reasonable requests are appreciated rather than offensive lines of questioning, foul language or complaints;
- Argument with an official or scorekeeper is not permitted, and therefore, the Attendee and his/her team risk disqualification;
- A protest may be put in writing on the official’s score sheet. Improper gesture, discriminatory remark or violent behavior will not be tolerated and will lead to disciplinary action and/or immediate disqualification from the respective game and/or the United States Throwball Association/Ismaili Throwball Association ;
- Each Attendee must respect borrowed or rented property; this includes, but is not limited to, hotel rooms, sports equipment, and event sites (fields, gyms, rest rooms, cafeteria, etc.);
- Full compliance with all of the Program’s policies; and
- A Zero Tolerance Policy applies to an Attendee’s behaviors and/or actions at the United States Throwball Association/Ismaili Throwball Association , as well as at all activities and properties in connection with the United States Throwball Association/Ismaili Throwball Association , including without limitation the hotels at which Attendees will stay or at which Attendees will attend any activity related to the United States Throwball Association/Ismaili Throwball Association . Each of the following constitutes a violation of the Zero Tolerance Policy:
 - Possession of, use of, furnishing of, or assisting anyone in possessing, using, or furnishing, a firearm, imitation firearm, knife, explosive, or other weapon or dangerous object;

- Possession of, use of, furnishing of, or assisting anyone in possessing, using, or furnishing, tobacco, any product containing tobacco or nicotine (including, but not limited to, cigarettes, e-cigarettes, vapes, cigars, miniature cigars, clove cigarettes, smokeless tobacco, snuff, chew packets, and betel), or any paraphernalia or equipment associated with the use of any such substances;
- Possession of, use of, furnishing of, being under the influence of, or assisting anyone in possessing, using, or furnishing, an alcoholic beverage, controlled substance, intoxicant, or any paraphernalia or equipment associated with the use of any such substances;
- Causing, attempting to cause, threatening, or encouraging another to cause or threaten, physical injury or sexual assault to any person;
- Any act, or encouragement, of bullying (including, but not limited to, cyber bullying) or sexual harassment of any person;
- Any attempt to bully (including, not limited to, cyber bullying) or sexually harass any person;
- Any act, or encouragement, of dehumanizing, humiliating, or causing emotional distress to any person;
- Any attempt to dehumanize, humiliate, or cause emotional distress to any person; and
- Any behavior that any of the Indemnitees (as defined herein), in its/his/her sole and absolute discretion, considers to be inappropriate.

A violation of any of the above Participant Expectations or Attendee Expectations, or of any of the Program's policies, will lead to one or more of the following disciplinary actions:

- If the violation is committed by an athlete, coach, and/or the team(s) associated with the athlete or coach, the immediate suspension of one or more of the *following*, from the United States Throwball Association/Ismaili Throwball Association : the athlete, the coach, the team(s), the coach(es) associated with the athlete or team(s), and/or the team(s) associated with the athlete or coach;
- The Attendee being required to leave, and/or being prohibited from entering or re-entering, any event, function, activity, area, or vehicle handled or arranged in connection with any aspect or component of the Program (regardless of whether or not the event, function, activity, area, or vehicle is on, at, or in the site of a sporting event, a hotel, or any other venue, or is without a fixed venue);
- Other adverse consequences (which may include, but not be limited to, a prohibition or other limitation in the Participant's, any of his/her team members', and/or his/her entire team's eligibility to compete or otherwise participate (whether as a team, athlete, coach, chaperone, or any other capacity) in one or more future events that are entirely or partially sponsored, planned, organized, or coordinated by any of the institutions or organizations of the Ismaili community (including, but not limited to, the United States Throwball Association/Ismaili Throwball Association)). The selection, extent, and degree of such adverse consequences may be made *in the sole and absolute discretion* of one or more Indemnitees (as defined herein); and
- Any of the Indemnitees (as defined herein) may notify an athlete's, coach's, and/or team members' parent(s)/legal guardian(s), other family members, and/or chaperones of one or more violations by the athlete, coach, and/or team member(s) and/or of any facts and circumstances involving the violation(s).

“Indemnitees” shall be defined herein as all institutions and organizations (including, but not limited to, United States Throwball Association/Ismaili Throwball Association), their respective decision-makers, members, officers, employees, staff, volunteers (including, but not limited to, those volunteers associated with the Program), representatives, attorneys, and agents.

I HAVE READ AND UNDERSTOOD THE CODE OF CONDUCT.

Signature of Participant

Date