

2022 Gridiron Officials Camp



WAIVER, RELEASE, HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

This Agreement is made by and between the South Sound Football Officials Association (**GRIDIRON OFFICIALS' FOOTBALL CAMP**) an affiliate of the South Sound Officials Association, a non-profit corporation registered in the State of Washington with the Unified Business Identifier number of 601201842; hereinafter referred to as "SSOFA" and the Western Washington Football Officials Association, a non-profit corporation registered in the State of Washington with the Unified Business Identifier number of 601895879, hereinafter referred to as "WWFOA" and collectively the "Gridiron Officials Camp," and

_____,
(Printed Name of Official / Participant)

an amateur football official and participating in a football officials camp in concert with the Team football camp, at the **Tumwater High School** on or during any of the following dates: **June 24th through June 25th, 2022** and hereinafter referred to as "Participant".

Section I. PURPOSE:

The purpose of this Agreement is to outline the terms and conditions of the GRIDIRON OFFICIALS' FOOTBALL CAMP in providing opportunities for football officials to enhance their officiating skills through a football camp and scrimmage setting as well as create an understanding between the GRIDIRON OFFICIALS' FOOTBALL CAMP and the Participant. The Participant will be engaged in class room instruction and on the field clinics to include but not limited to officiating football scrimmages as well as attending both on field and off field meetings and debriefings pertaining to, but not limited to official mechanics and positioning, rules enforcement and interpretation and other matters related to high school football.

Section II. SCOPE:

This Agreement shall apply to Participant, voluntarily performing non-compensated services at a football camp/scrimmage associated with the GRIDIRON OFFICIALS' FOOTBALL CAMP including but not limited to the Participant engaged in officiating of scrimmages of high school football players.

Section III. NON-COMPENSATED SERVICES:

The Participant agrees to abide by all relevant instructions and guidelines provided by the GRIDIRON OFFICIALS' FOOTBALL CAMP and to perform activities in a safe and responsible manner. It is further agreed and understood that this Agreement shall not in any way constitute nor create an

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employer/employee relationship between the GRIDIRON OFFICIALS' FOOTBALL CAMP and the Participant. The GRIDIRON OFFICIALS' FOOTBALL CAMP shall not be responsible for, nor liable for, nor shall the Participant be eligible to receive any compensation or benefits as a result of this Agreement except for Washington State Labor and Industries Industrial Insurance medical aid coverage as provided for herein.

The Participant further understands that they are donating their time and efforts by their own free choice.

The consideration for this Agreement is the opportunity to enhance the Participant's officiating skills and the gratitude of the football teams and players along with the knowledge of the contribution to a high school football player's athletic experience.

Section IV. HOLD HARMLESS AND INDEMNIFICATION:

In consideration of participation as a volunteer football official, to the fullest extent permitted by law, Participant agrees to indemnify, defend and hold harmless the GRIDIRON OFFICIALS' FOOTBALL CAMP, the TUMWATER HIGH SCHOOL, the high school teams, coaches and players participating at the CAMP and each of their officers, directors, agents, volunteers and assigns, from and against all claims arising out of or resulting from volunteer participation. "Claim" as used in this Agreement means any financial loss, claim, suit, action, damage, or expense including but not limited to attorney fees, attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property including loss of use resulting therefrom. In addition, Participant hereby voluntarily will hold harmless the GRIDIRON OFFICIALS' FOOTBALL CAMP, its officers, directors, employees, agents, volunteers and assigns from any and all claims, both present and future, that may be made by Participant, or Participant's family, estate, heirs or assigns.

Participant further understands that this acknowledgment of risk and hold harmless is intended to be as broad and inclusive as permitted by the laws of the State of Washington and that if any portion hereof is held invalid, agrees that the balance shall come and notwithstanding continue in full legal force and effect.

Participant is fully aware and recognizes that the events associated with being a volunteer official, include but are not limited to officiating games/scrimmages and involve activities such as cardiovascular exercise and physical activity that involve risks of physical injury or death. Being fully informed of these risks and in consideration of the authorization to participate as a volunteer official with GRIDIRON OFFICIALS' FOOTBALL CAMP, Participant hereby holds harmless the GRIDIRON OFFICIALS' FOOTBALL CAMP, and its officers, agents, or any of them, from any and all claims, actions, suits, liability, loss, cost, expenses and damages of any nature whatsoever up to and including death or injury and any claims relating to or arising out of volunteer participation.

Section V. TERMINATION:

Participant understands that either they or the GRIDIRON OFFICIALS' FOOTBALL CAMP may terminate this agreement at any time without cause and that the Participant is volunteering at the pleasure of the GRIDIRON OFFICIALS' FOOTBALL CAMP and may be asked to discontinue such service without prior notice, reason, or explanation. If Participant decides to discontinue their volunteer participation, they shall notify the supervisor assigned to this activity.

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Section VI. VOLUNTEER NOT EMPLOYEE:

Participant understands that they are an employee or agent of the GRIDIRON OFFICIALS' FOOTBALL CAMP and further understands that will not hold themselves out as or claim to be an officer or employee of the GRIDIRON OFFICIALS' FOOTBALL CAMP or take any claim of right, privilege or benefit which would accrue to an employee of the GRIDIRON OFFICIALS' FOOTBALL CAMP or under any applicable state laws. Participants will not receive any personal monetary wages for services rendered through the volunteer officiating activities.

Section VII. MEDICAL/WORKERS COMPENSATION INSURANCE:

As a volunteer/participant worker as defined by RCW 51.12.035 Participants must submit volunteer hours worked to the GRIDIRON OFFICIALS' FOOTBALL CAMP as per their instructions. Submitting volunteer hours is a requirement for medical aid coverage through the Department of Labor and Industries. Failure to document volunteer hours may make Participants ineligible to receive such medical aid coverage. Participants agree to abide by the directions, procedures and guidelines set forth by the SSOFA. Participants further understand that as a volunteer/participant under RCW 51.12.035, that the GRIDIRON OFFICIALS' FOOTBALL CAMP provides volunteer/participants with workers compensation insurance for medical aid for injuries sustained while engaged in approved activities. Participants further understand that this coverage does not apply to disability or injuries caused by preexisting medical conditions.

Participants further agree that should they be involved in an accident while performing assigned games/scrimmages or duties as a volunteer/participant, that they will report such accident immediately to the GRIDIRON OFFICIALS' FOOTBALL CAMP supervisor of the game/activity.

The GRIDIRON OFFICIALS' FOOTBALL CAMP supervisor of this activity shall be: GRIDIRON OFFICIALS' FOOTBALL CAMP Coordinator Terry Simmonds.

Section VIII. PHOTO RELEASE:

Furthermore, Participant gives my permission to have photos and/or video recordings taken of Participant for publicity purposes during GRIDIRON OFFICIALS' FOOTBALL CAMP volunteer activities even though they will not receive compensation of any kind for appearing in such photos or video recordings.

Section IX. LIBERAL CONSTRUCTION:

This document shall be given a liberal construction with all ambiguities resolved in favor of the GRIDIRON OFFICIALS' FOOTBALL CAMP. If any provision of this document is deemed to be partially void, invalid, or unenforceable, that provision shall continue in full force and effect to the maximum extent permitted by law and all remaining provisions of this document shall continue in full force and effect. To the extent that any provision of this document is deemed to be completely void, invalid or unenforceable, that provision shall be severed from the remainder of this document and all remaining provisions of this document shall continue in full force and effect.

Section X. HEADINGS:

Participant agrees that the headings and subheadings used throughout this Agreement are for convenience only and have no significance in the interpretation of this Agreement.

