



ATHLETIC WAIVER AND RELEASE OF LIABILITY

READ BEFORE SIGNING

General Release of Liability

In consideration of being allowed to participate in any way at The Boys of Amateur Baseball Inc, related events, and activities, the undersigned acknowledges, appreciates, and agrees that:

The risk of injury from the activities involved in this program is significant, including the potential for permanent paralysis and death, and while rules, equipment, and personal discipline may reduce this risk, the risk of serious injury does exist; and,

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; and,

I willingly agree to comply with the stated and customary terms and conditions for participation. If, however, I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest official immediately; and,

I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE AND HOLD HARMLESS The Boys of Amateur Baseball Inc their officers, officials, agents, and/or employees, other participants, sponsoring agencies, sponsors, advertisers, and if applicable, owners and lessors of premises used to conduct the event ("RELEASEES"), WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, to the fullest extent permitted by law.

On behalf of myself and my heirs, next of kin, successors, assignees, executors, and representatives, I AGREE TO HOLD HARMLESS, RELEASE, INDEMNIFY, AND NOT TO SUE The Boys of Amateur Baseball Inc or its affiliated companies, subsidiaries, insurance companies, agents, shareholders, employees, coaches, volunteers, representatives, assignees, officers, directors, and contractors FOR ANY INJURY, PROPERTY DAMAGE, OR LOSS, INCLUDING DEATH, WHICH I MAY SUFFER, ARISING FROM OR RELATING TO MY PARTICIPATION IN ANY OF THE ACTIVITIES OR MY USE OF THE BOYS OF AMATUER BASEBALL INC FACILITIES, including, but not limited to, those claims based on alleged or actual negligence, breach of contract, premises liability, and/or express or implied warranty.





COVID-19 Addendum

This COVID-19 Addendum supplements the conditions of the Athletic Waiver and Release of Liability signed prior to the 2020 season.

Given the general climate and the potential for the spread of the COVID -19 virus, the Participant and their family are fully aware of the inherent risks and hazards therein by virtue of participating in the activities sponsored by The Boys of Summer. Therefore, you on behalf of yourself and your children hereby elect to voluntarily engage in the activity despite said risks. In consideration thereof, Participant, or Participants parents being of lawful age does for himself/herself, and his/her heirs, executors, administrators and assigns, now releases and forever discharges, waives and covenant's not to sue, any person or entity including but not limited to Company and all who or which succeed to Company's interest, and it's officers, directors, members, managers, coaches, agents, employees, independent, contractors, or anyone else located at or related to the Activity or the Location, and each of them, all referred to herein as "RELEASEES," for and on account of any and every claim, demand, action or right of action, of any kind of nature, either in law or in equity, known or unknown, from the Date hereof until the end of time. Participant agrees that this Assumption of Risk, Release, Waiver and Indemnity Agreement is intended to be as broad and inclusive as permitted by applicable laws of the state in which the venue/event is located and that if any portion of this Agreement is held invalid, it is agreed that the remainder of the agreement shall be in full force and effect.

Participant HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS THE RELEASED PARTIES and each of them from any loss, damage, attorney fees, costs of litigation, or any other costs they may incur due to Participant's misrepresentations herein and/or for any breach of this Agreement and the warranties contained herein including, but not limited to, any costs of litigation and attorney's fees associated with any claim or suit related to Participant's participation in the Activity at the Location.

PARTICIPANT UNDERSTANDS THAT THIS IS A CONTINUING RELEASE AND INDEMNITY AGREEMENT WHICH NEVER EXPIRES AND APPLIES TO ALL INJURIES, DAMAGES, CLAIMS, LIABILITY, WHETHER ARISING THROUGH RELEASEES NEGLIGENCE OR OTHERWISE, AND/OR INHERENTLY DANGEROUS ACTIVITIES OCCURRING PRIOR TO THE DATE OF ITS EXECUTION UNTIL THE END OF TIME.





By accepting, you acknowledge that you have read and fully understand this waiver and all questions have been addressed. You also agree, anyone under the age of 18 has been read this waiver by a legal guardian or parent. Participant further states that they have carefully read this Agreement and the Rules and knowingly understands the content of this waiver and acknowledge it of their own Free Will and intentionally waives any claims against **The Boys of Amateur Baseball, Inc D.B.A. The Boys of Summer Baseball**

Multimedia Release

I hereby agree that The Boys of Amateur Baseball Inc may use film, voice or photographic records of my participation in the activities for its promotional and/or commercial purposes. This includes (but is not limited to) social, media, and other means of marketing via photography, video, live stream, etc. I also agree to be included in The Boys of Amateur Baseball Inc Communications for email and text contact and inclusion in their email and text marketing efforts. (of which I can unsubscribe at any time)

I have read this release and understand that I am giving up substantial rights by agreeing to it. I have signed (by selecting "Yes, I agree" below) freely and voluntarily, without inducement or assurance of any nature.

I understand that it will apply for each day I am on the Boys of Amateur Baseball Inc premises and/or I engage in any activity with The Boys of Amateur Baseball Inc. I intend this waiver to be a complete and unconditional release of all liability to the greatest extent allowed by law.

Yes, I Agree

Parent or Guardian Name _____

Parent or Guardian Signature _____

Date _____

