

**Assumption of the Risk and Waiver of Liability Relating to  
Coronavirus / COVID-19**

Coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization, and various other medical authorities. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. As a result, federal, state, and local governments, and federal and state health agencies recommend social distancing and have, in many locations, prohibited the congregation of groups of people.

In accordance with North Carolina state directives regarding the reopening of various group activities, Baseball Development Academy, LLC d/b/a On Deck Academy (“On Deck”), the company responsible for the day-to-day operations of the On Deck O’s baseball teams and related development programs (to include all clinics, instructional events, practices and private instruction) intends to resume its provision of baseball-related coaching and development services and operation of the On Deck O’s baseball program. In accordance with Mecklenburg County health guidelines, On Deck has put in place preventative measures to reduce the spread of COVID-19; however, On Deck **CANNOT GUARANTEE** that you, your child(ren), wards, or guests, if permitted to attend such events, will not become infected with COVID-19, or any other disease. Further, you acknowledge that attendance at On Deck and/or other baseball-related activities or events may increase your risk and your child(ren)’s risk of contracting COVID-19 or other diseases.

**Acceptance of Risk; Release; Indemnification**

By signing this release, I acknowledge the contagious nature of COVID-19 and voluntarily assume the risk that my child(ren), my wards, and I may be exposed to or infected by COVID-19 or other diseases by attending On Deck and/or other baseball-related activities or events, 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 or other diseases at On Deck and/or other baseball-related activities or events may result from the actions, omissions, or negligence of On Deck, along with its officers, directors, managers, officials, coaches, agents, employees, or representatives, and their successors and assigns (collectively, the “On Deck Representatives”), or from event volunteers, attendees, participants, and their guests or families.

On behalf of myself and my child(ren) or ward and our heirs, successors and assigns, I knowingly and freely, assume all such risks, both known and unknown, relating to my and/or my child(ren)’s or ward’s attendance at or involvement in such On Deck and/or other baseball-related activities or events, and I hereby forever release, waive, relinquish, and discharge On Deck and the On Deck Representatives from any and all claims, demands, liabilities, rights, damages, expenses, and causes of action of whatever kind or nature, and other losses of any kind, whether known or unknown, foreseen or unforeseen (collectively “Damages”) as a result of me or my child(ren)’s or ward’s involvement in such On Deck and/or other baseball-related activities or events, including but not limited to those related to the above described personal injuries, death, disease, or any other loss, and including but not limited to claims based on alleged negligence of any On Deck Representative. I further promise not to sue Baseball Development Academy, LLC d/b/a On Deck Academy or any On Deck Representative, and agree to indemnify and hold them harmless from any and all Damages resulting from my and/or my child(ren)’s or ward’s involvement in such On Deck and/or other baseball-related activities or events.

**READ CAREFULLY – BY SIGNING THIS DOCUMENT YOU MAY BE GIVING UP IMPORTANT LEGAL RIGHTS.**

\_\_\_\_\_  
Signature of Parent / Guardian

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name of Parent / Guardian

\_\_\_\_\_  
Name of Child(ren) or Wards