

# NORCROSS YOUTH BASEBALL AND SOFTBALL ASSOCIATION, INC.

## WAIVER/RELEASE FOR COMMUNICABLE DISEASES INCLUDING COVID-19 ASSUMPTION OF RISK/WAIVER OF LIABILITY/INDEMNIFICATION AGREEMENT

In consideration of my participation in a practice, scrimmage, or game with a Norcross Youth Baseball and Softball Association, Inc. ("NYBSA") travel, recreational, and/or All-Star baseball or softball team and engaging in related events and activities, including practices, games, and baseball or softball tournaments, I hereby acknowledge and agree as follows:

1. My participation in a practice, scrimmage, or game with an NYBSA travel, recreational, and/or All-Star baseball or softball team includes possible exposure to and illness from infectious diseases, including, but not limited to, MRSA, influenza, and COVID-19. While particular guidelines and personal discipline may reduce this risk, the risk of serious illness and/or death nonetheless exist;
2. I knowingly and voluntarily assume all such risks, both known and unknown, whether arising from the negligence of the Releasees defined below or others, and I freely assume full responsibility for my participation in the practice, scrimmage, or game with an NYBSA travel, recreational, and/or All-Star baseball or softball team;
3. Furthermore, I willingly agree to comply with the stated and customary terms and conditions for participation in a practice, scrimmage, or game with an NYBSA travel, recreational, and/or All-Star baseball or softball team with respect to protection against infectious diseases. If I observe any unusual or significant hazard during my presence or participation on such a team, I will remove myself from participation and immediately bring such hazard to the attention of the nearest Team Manager or Assistant Coach; and
4. I, for myself and on behalf of my heirs, assigns, personal representatives, and next of kin, HEREBY RELEASE AND HOLD HARMLESS NYBSA, its predecessors, its board of directors, its officers, its officials, its agents, its Team Managers, its Assistant Coaches, team volunteers, other team participants, the parents of other team participants, and Gwinnett County (the "Releasees"), with respect to any and all illnesses, disabilities, death, loss, or damage to my person or property, whether arising from the negligence of the Releasees or otherwise, to the fullest extent permitted by law.

**I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.**

Name of participant: \_\_\_\_\_

Participant signature: \_\_\_\_\_

Date signed: \_\_\_\_\_

### **FOR PARTICIPANTS OF MINORITY AGE (UNDER AGE 18 AT THE TIME OF REGISTRATION)**

This is to certify that I, as parent/guardian, with legal responsibility for this participant, have read and explained the provisions in this waiver/release to my child/ward, including the risks of presence and participation and his/her personal responsibilities for adhering to the rules and regulations for protection against communicable diseases. Furthermore, my child/ward understands and accepts these risks and responsibilities. I for myself, my spouse, and for my child/ward do consent and agree to his/her release provided above for all the Releasees, and I, for myself, my spouse, and my child/ward do HEREBY RELEASE AND AGREE TO INDEMNIFY AND HOLD HARMLESS the Releasees for any and all liabilities incident to my minor child's/ward's presence or participation in a practice, scrimmage, or game with an NYBSA travel, recreational, and/or All-Star baseball or softball team and engaging in the activities provided above, even if arising from the Releasees' negligence, to the fullest extent provided by law.

Name of parent/guardian: \_\_\_\_\_

Parent guardian/signature: \_\_\_\_\_

Date signed: \_\_\_\_\_