

## 2020 Hopewell Youth Baseball - Waiver

### ASSUMPTION OF RISK, WAIVER, AND RELEASE FROM LIABILITY

FOR PERSONS UNDER EIGHTEEN YEARS OF AGE, A PARENT OR LEGAL GUARDIAN MUST COMPLETE AND SIGN THIS FORM.

PLEASE READ CAREFULLY BEFORE SIGNING THIS ASSUMPTION OF RISK, WAIVER, AND RELEASE FROM LIABILITY.

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Parent's Last Name

Parent's First Name

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Street Address

City

Zip Code

#### **Names of Programs to be Released: Hopewell Youth Baseball**

**Activities: Baseball training/practices, scrimmage games, exhibition games, and/or related baseball activities**

**Location of Activity/Program: Various private and public baseball fields and indoor practice facilities located in Western Pennsylvania and Eastern Ohio**

**Dates of Activity/Program: From: June 2020 To: December 2020**

1. ASSUMPTION OF THE RISK. The undersigned assumes all risks which are foreseeable and involved with or may arise out of his or her voluntary participation in baseball training/practices, scrimmage games, exhibition games, and/or related baseball activities, or his or her child's voluntary participation in baseball training/practices, scrimmage games, exhibition games, and/or related baseball activities, including, but not limited to, the negligent and or willful and wanton acts of others, the criminal and or intentional acts of others, the omission of an act of another, a defect or condition of the premises, a defect in the vehicles used for transport, or the unavailability of emergency care. The undersigned does not assume the risks of injuries caused by the gross negligence, or willful or wanton misconduct of any officials, officers, employees, or agents of Hopewell Youth Baseball.
2. RELEASE. The undersigned releases Hopewell Youth Baseball and all of its officers, trustees, employees, volunteers and agents not to initiate litigation on account of or in connection with any claims, causes of action, injuries, illnesses, damages, and/or cost of expenses arising out of the activities involved in baseball training/practices, scrimmage games, exhibition games, and/or related baseball activities, including, but not limited to, *sprains or torn ligaments, tendons, and muscles; broken bones; bruises; concussions; dislocations; cuts; allergic reactions; injuries due to physical contact with other participants, playing surfaces, and equipment; and other physical, mental, and emotional injuries* including those claims, causes of action, injuries, illnesses, damages, and/or cost of expenses based on death, bodily injury, or property damage whether or not caused by the negligence or other fault of the parties being released.
3. COVID-19: I understand the hazards of the novel coronavirus ("COVID-19") and am familiar with the Centers for Disease Control and Prevention ("CDC") guidelines regarding COVID-19. I acknowledge and understand that the circumstances regarding COVID-19 are changing from day to day and that, accordingly, the CDC guidelines are regularly modified and updated and I accept full responsibility for familiarizing myself with the most recent updates. Notwithstanding the risks associated with COVID-19, which I readily acknowledge, I hereby willingly choose to participate/attend in the Activities identified above. ***I acknowledge and fully assume the risk of illness or death related to COVID-19 arising from my being in or about the Location of Activity/Program and participating/attending in the Activities and hereby RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE (on my behalf and any minor children for whom I have the capacity to contract) Hopewell Youth Baseball, their officers, directors, agents, employees, volunteers, and assigns from any liability related to COVID-19 which might occur as a result of my participation/attendance in the Activities.***

4. WAIVER. The undersigned waives the protection afforded by any statute or law in any jurisdiction whose purpose, substance, cause and/or effect is to provide that a general release shall not extend to claims, material or otherwise, which the person giving the release does not know or suspect to exist at the time of executing this release. This means, in part, that the undersigned is releasing unknown future claims.
5. INDEMNITY AND DEFEND. The undersigned agrees to indemnify and defend Hopewell Youth Baseball and all of its officers, trustees, employees, volunteers and agents (hereinafter jointly referred to as "indemnitee") against, and hold them harmless from, any and all claims, causes of action, damages to or destruction of any property of the indemnitee or any others, infection of COVID-19 or any other illness, injury or death that may result to the undersigned, the undersigned's child, or anyone else.
6. MEDICAL CARE. I understand and agree that Hopewell Youth Baseball may not be able to provide medical personnel at all times. I hereby give my consent to an officer, trustee, employee, volunteer and/or agent to provide me with medical assistance and/or treatment in the event of an emergency. I also agree to allow Hopewell Youth Baseball to share any and all medical information about me with any party called to assist in my care. Finally, I agree to save and hold harmless and indemnify Hopewell Youth Baseball from all liability, loss, cost, claim, lawsuit, or damage, whatsoever, including injury, death, or property damage, which may be imposed upon Hopewell Youth Baseball because of any defect in or lack of such capacity to so act or caused, or alleged to be caused, in whole, or in part, by the negligence of the released parties.
7. JURISDICTION/VENUE/GOVERNING LAW: The protections provided by this Assumption of Risk, Waiver, and Release from Liability only enhance those protections already provided by the laws of the Commonwealth of Pennsylvania. This Assumption of Risk, Waiver and Release from Liability shall be construed and enforced according to the laws of the Commonwealth of Pennsylvania, and any action to enforce any provision contained herein shall be brought exclusively in the Court of Common Pleas of Beaver County, Pennsylvania.
8. SEVERABILITY. If any provision of this Agreement is prohibited, invalidated, or unenforceable in any jurisdiction, that provision will, as to that jurisdiction, be ineffective to the extent of the prohibition, invalidity or unenforceability without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of that provision in any other jurisdiction, unless it materially alters the nature or material terms of this Agreement.
9. ACKNOWLEDGEMENT. THE UNDERSIGNED HAS READ AND UNDERSTANDS THIS AGREEMENT AND REALIZES IT RELATES TO SURRENDERING AND RELEASING VALUABLE LEGAL RIGHTS AND DOES SO FREELY AND VOLUNTARILY. MOREOVER, THE UNDERSIGNED UNDERSTANDS THAT HIS OR HER PARTICIPATION/ATTENDANCE IN THE ABOVE NOTED ACTIVITIES OR HIS OR HER CHILD'S PARTICIPATION/ATTENDANCE IN THE ABOVE NOTED PROGRAM IS VOLUNTARY.

PRINTED NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

PRINTED NAME OF PLAYER IF SIGNED BY PARENT/GUARDIAN: \_\_\_\_\_

Please hand in or email to [boardofdirectors@hopewellyouthbaseball.com](mailto:boardofdirectors@hopewellyouthbaseball.com)