

LINGLESTOWN BASEBALL ASSOCIATION

WAIVER, RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT

In consideration of being allowed to participate in any manner in any Linglestown Baseball Association program (including American Legion Baseball age programs) and its related events and activities, the undersigned, on behalf of myself and the minor child set forth below, acknowledges, appreciates, states and agrees with respect to and for the benefit of the Linglestown Baseball Association (“LBA”) and its officers, directors, Board of Governors, volunteers and members (the “Released Parties”) that:

1. The risks of injury, exposure and illness from all infectious diseases (including, but not limited to, communicable diseases such as MRSA, influenza and COVID-19) from the activities involved with any LBA program (“Program”) are significant, potentially life-threatening, and, while particular rules, equipment and personal discipline may reduce this risk, the risk of serious illness and death does exist.
2. **I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASED PARTIES OR OTHERS, and assume full responsibility for myself or my child’s participation.**
3. I willingly agree to comply with all written and customary terms and conditions for participation as regards protection against infectious diseases. If, however, I observe any unusual or significant hazard during my presence or participation in a Program, I will remove myself from participation and bring such hazard to the attention of the nearest LBA official immediately.
4. I acknowledge that I am aware that there are risks to me of exposure directly or indirectly arising out of, contributed to, by, or resulting from an outbreak of any and all communicable diseases, including but not limited to COVID-19 and/or any mutation or variation thereof.
5. In consideration of either myself or my child having the opportunity to participate as either a team member, competitor or volunteer and acknowledging that I am aware of and willing to assume the risks associated with this activity, I hereby voluntarily agree to waive, hold harmless and the Released Parties and their respective heirs, successors and assigns from any and all claims, demands, damages and causes of action of any nature whatsoever arising out of any ordinary negligence which I, or my child and our respective heirs, assigns or successors may have against the Released Parties, on account of, or by reason of my participation in the above activities and Programs.

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I HAVE READ THIS WAIVER, 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 EXECUTION)

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 child/ward do consent and agree to his/her release provided above for all the Releasees and myself, my spouse, and child/ward do 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 these activities as provided above, EVEN IF ARISING FROM THEIR NEGLIGENCE, to the fullest extent provided by law.

Name of parent/guardian: _____

Parent guardian/signature: _____

Date signed: _____