



## LIABILITY WAIVER

I/We, as the individual and/or parent/guardian of the individual participating in one or more activities organized by or related to NOVI YOUTH BASEBALL LEAGUE (“I” or “Signatory”), hereby agree and acknowledge to the following:

### 1. DEFINITIONS

- a. NYBL – Refers to the Novi Youth Baseball League, its subsidiaries, and its directors, organizers, employees, contractors, or Participants.
- b. PARTICIPANT – Refers to the individual participating in NYBL Activities, whether in a player, volunteer, coach or other capacity, as well as its parent/legal guardian.
- c. ACTIVITIES – Refers to all events, whether officially organized or not, related to NYBL, including but not limited to sport games, practices, scrimmages, or group activities, as well as transportation to or from the same.

2. PARTICIPATION. Participant has Signatory’s permission to participate in all NYBL Activities.

3. ACKNOWLEDGMENT AND ASSUMPTION OF RISK. I acknowledge and agree that Participant’s participation in the Activities may result in serious injury, including death, and that protective equipment does not prevent all injuries to Participant, even when utilized properly, and do hereby waive, release, absolve, indemnify, and agree to hold harmless NYBL, as well as any individuals transporting Participant to or from NYBL Activities, from any claim arising out of any injury to my/our child or myself whether the result of negligence or for any other cause. This acknowledgement and assumption of risk applies to both physical injury as well as any illness or disease which Participant may contract during the Activities, including but not limited to MRSA, influenza or COVID-19.

4. SEVERABILITY. If any provision of this Liability Waiver shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Liability Waiver and shall not affect the validity and enforceability of any remaining provisions.

5. ABILITY TO SIGN. If signing on behalf of a Participant, Signatory states that they have the full legal right and authority to bind such Participant to the terms of this Liability Waiver. Should NYBL, or any other party, become subject to suit as a result of Participant claiming that Signatory did not have the permission, right or ability to sign on Participant’s behalf, Signatory shall indemnify and defend NYBL or other individuals or entities from any claim brought by Participant related to the Activities.

6. JOINT AGREEMENT. Signatory and NYBL hereby warrant and represent that this Liability Waiver was prepared jointly by them and any ambiguity in any construction hereof shall not be construed against one in favor of the other.

7. HEADINGS. The section and other headings contained in this Agreement are for the convenience only and are not intended to be a part hereof or to affect the meaning or interpretation of any provisions herein.

8. VENUE AND CHOICE OF LAW. The Liability Waiver shall be governed by the laws of the State of Michigan, notwithstanding the choice of law provisions. You agree and consent to the exclusive jurisdiction of the state or federal courts located in Oakland County, Michigan and waive any defense of lack of personal jurisdiction or improper venue or forum non conveniens to a claim brought in such court.

9. PREREQUISITE SKILLS AND TRAINING. You acknowledge that Participant has the requisite skills, qualifications, physical abilities, and training necessary to participate in the Activities, as well as to properly and safely use any equipment related to the Activities. You agree that if Participant has any questions as to what skills, qualifications or training is necessary to participate in the Activities then Participant or Signatory shall direct such questions to the appropriate party.
10. PAY. Participant and/or Signatory agree to pay for any or all damages to any property or indemnitee caused by Participant either negligently, willfully, or otherwise.
11. EMERGENCY TREATMENT CONSENT. You, on behalf of or as Participant, hereby consent to medical treatment in a medical emergency where Participant or their parent/legal guardian are unable to consent to such treatment.
12. RELEASE FOR USE OF LIKENESS. Effective as of the date of agreeing below, approval for past use and permission for present and future use is being granted to NYBL, to use a photo, video or other image of Participant. Permission is being given by Participant, or Signatory on Participant's behalf, as the photographed party. Signatory is fully authorized to agree to this. The likeness of Participant may be used and/or published individually or in conjunction with other photography or video works and in any medium (including without limitation, print publications, online promotional materials) and for any lawful purpose including without limitation, trade, exhibition, illustration, promotion, publicity, advertising, and electronic publication.
13. COMPLETE AGREEMENT. This Liability Waiver represents the complete agreement between Signatory further agrees that no oral representations, statements or inducements, apart from the foregoing written agreement, have been made.

I HAVE READ THIS LIABILITY WAIVER AND FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT PARTICIPANT HAS GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND I HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE TO ME, AND I INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

Parent or Guardian Signature

Date

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Parent or Guardian Signature

Date

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