

Middletown Youth Baseball and Softball

Parent/Player Release, Assumption of Risk & Waiver of Liability to Participate:

In consideration of choosing to participate in Middletown Youth Baseball and Softball programs and related activities (the "Activities"), the undersigned (participant or guardian), on behalf of myself and/or my child ("The Participant") accept and understand the risks therein.

1. The Participant acknowledges, agrees and understands the nature of the Activities. The Participant certifies that they (or their child) is qualified & in good health, with proper physical condition to participate in the activities, and if such time occurs that the Participant believes the conditions to become unsafe, they will immediately discontinue further participation.
2. The Participant fully understands that:
 - a. The Activity involves risks and danger of serious bodily injury, including permanent disability, paralysis &/or death.
 - b. These risks/dangers may be caused by my own actions, or the actions/inactions of others participating in the activity, or the negligence of the "RELEASEES" named below.
 - c. There may be other risks or social & economic losses either unknown or unforeseeable at this time, and I fully assume all such risks & responsibility for such losses, costs or damages I incur as a result of my (or my child's) participation in the activity.
 - d. There is currently an ongoing pandemic of Coronavirus Disease 2019 (officially named COVID-19). Participant is voluntarily participating in the Activities which may cause Participant to be exposed to persons who have or have had, or have been exposed to, COVID-19. Participant understands that Releasees cannot guarantee that Participant will not be exposed to COVID-19. Participant acknowledges there may be risk associated with such exposure by participating in the Activities including without limitation the potential for harm, loss, physical and mental injury, emotional distress, death, disability, and physical and mental illness.
3. The Participant knowingly and freely assume all such risks, both known and unknown, and assume full responsibility for participation in the Activities.
4. Without detracting from the foregoing, the Participant and their families agree to follow the instructions or guidelines provided by the Releasees, and their designees (including without limitation instructions to wear a face mask, maintain social distance, and/or use disinfecting cleaning products) and understand that the Releasees, any network, and their designees shall not be responsible for any harm or damage that Participant may suffer as a result of Participant's failure to follow such instructions. I understand that if we fail to abide by such guidelines, we shall be precluded from participating in the Activities and forfeit any monies paid to Middletown Youth Baseball and Softball.
5. On behalf of myself, Participant, my heirs, executors, and assigns, I hereby hold harmless, release, discharge and covenant not to sue Middletown Youth Baseball and Softball, its administrators, directors, agents, officers, members, volunteers, employees, other participants, sponsors advertisers, ownership or any other related parties (herein known as the "Releasees") associated with the Activities respect to ALL liability, claims, demands, losses or damages on my account, caused or alleged to be caused in whole or in part by the

negligence of the Releasees or otherwise, including negligent operations. The participant further agrees that despite this Agreement, I or anyone on my behalf makes a claim against any of the Releasees, I will save and hold harmless each of the Releasees from any litigation expenses, attorney fees, loss, liability, damage or cost with may occur as the result of such claim.

6. People who are 65 years and older and people of any age who have serious underlying medical conditions or are at higher risk for severe illness from COVID-19 are recommended to stay at home. A list of medical conditions associated with a higher risk for severe illness from COVID-19 can be found in CDC's guidance. 1 Individuals and families should consult their healthcare provider to determine whether they have medical conditions that place them at risk.

7. Staff and children living in households with individuals who are 65 years and older OR have higher risk for severe illness from COVID-19 are recommended to stay home.

I have read this Agreement, fully understand its terms, understand that I have given up substantial rights by signing it and have signed it freely and without inducement or assurance of any nature. This release is intended to be a complete and unconditional release of all liability to the greatest extent allowed by law and agree that if any portion on this agreement is held to be invalid, the balance, notwithstanding, shall continue in full force and effect.

MINOR RELEASE:

I certify, as the parent or guardian with legal responsibility of the Participant in the Activities, that I have read this Agreement, fully understand its terms, understand that I have given up substantial rights by signing it and have signed it freely and without inducement or assurance of any nature. 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.

Participant's Name: _____

By:
His/Her Parent/Guardian
Date: