

RBC COVID-19 RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT

Ridge Baseball Club, Inc. ("RBC") provides recreational (in-town) and travel youth baseball programs to Bernards Township and neighboring communities (collectively, the "Programs"). RBC also operates and maintains the Ridge Baseball Club Complex located at 3539 Valley Road, Basking Ridge, New Jersey (the "Complex"). In consideration of being provided access to the Complex and being allowed to participate in any way in any RBC Programs, the undersigned acknowledges, stipulates and agrees:

1. **ACKNOWLEDGEMENT AND ASSUMPTION OF RISKS.** I understand that the risk of injury and illness from the activities at the Complex or involved in the Programs is significant, including the potential for serious illness, injury, permanent paralysis and death, and while particular rules, equipment, and personal discipline may reduce the risk, the risk of serious illness and injury does exist. I further understand that my participation in the Programs or my presence at the Complex may increase the risk to have direct or indirect contact with individuals or substances that have been exposed to and/or diagnosed with one or more communicable diseases, viruses or bacterial infections, including, without limitation, COVID-19 (a/k/a Coronavirus Disease 2019 and SARS-CoV-2) or other medical conditions, diseases, or maladies, and/or any mutation or variation thereof, and it is impossible to eliminate the risk that I could become infected through contact with or close proximity to an individual or substance that has been exposed to a communicable disease. I **VOLUNTARILY AND FREELY ASSUME ALL RISKS AND DANGERS, BOTH KNOWN AND UNKNOWN, THAT MAY ARISE OR OCCUR PURSUANT TO MY USE OF THE COMPLEX AND/OR PARTICIPATION IN THE PROGRAMS, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASED PARTIES, INCLUDING, WITHOUT LIMITATION, THE RISK OF CONTRACTING COVID-19, OTHER ILLNESS, INJURY OR DEATH.**

2. **WAIVER AND RELEASE OF LIABILITY.** I hereby agree, on behalf of myself, my heirs, assigns and my personal representatives, to fully and forever discharge, release and hold harmless: (i) RBC, its board members, officers, agents, employees, volunteers, representatives, and sponsors, (ii) any other participants in any of the Programs, including, without limitation, players, coaches and umpires, (iii) the owners and lessors of the Complex and (iv) if applicable, the owners and lessors of any other premises used to conduct the Programs (collectively, the "Released Parties") from any and all claims I may have or hereinafter have for any illness, including without limitation COVID-19, injury, temporary or permanent disability, death, damages, liabilities, expenses and/or causes of action, now known or hereinafter known in any jurisdiction in the world, attributable or relating in any manner to my entry upon and use of the Complex or participation in the Programs. I **ACKNOWLEDGE AND AGREE THAT THIS RELEASE AND WAIVER OF LIABILITY IS INTENDED TO BE, AND IS, A COMPLETE RELEASE OF ANY RESPONSIBILITY OF THE RELEASED PARTIES FOR ANY AND ALL ILLNESSES, PERSONAL INJURIES, TEMPORARY OR PERMANENT DISABILITY, DEATH, AND/OR PROPERTY DAMAGE SUSTAINED BY ME WHILE PARTICIPATING IN THE PROGRAMS OR USING THE COMPLEX, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASED PARTIES OR BY ANY OTHER REASON.**

3. **COVENANT NOT TO SUE AND INDEMNIFICATION.** I agree, for myself, my heirs, assigns and my personal representatives not to sue the Released Parties or initiate or assist in the prosecution of any claim for damages or cause of action against the Released Parties which I or my heirs may have as a result of any illness, personal injury, or death I may sustain while at or using the Complex or participating in the Programs. I further agree to defend, indemnify and hold harmless the Released Parties from and against any third party losses, damages, actions, suits, claims, judgments, settlements, awards, interest, penalties, expenses (including reasonable attorneys' fees) and costs of any kind for any illness, personal injury, loss of life or damage to property sustained by reason of or arising out of my use of the Complex or participation in any of the Programs.

I HAVE READ THIS 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. I AGREE THAT THIS AGREEMENT IS INTENDED TO BE AS BROAD AND INCLUSIVE AS IS PERMITTED BY THE LAWS OF THE STATE OF NEW JERSEY, AND IF ANY PORTION HEREOF IS HELD INVALID, IT IS AGREED THAT THE REMAINDER SHALL CONTINUE IN FULL LEGAL FORCE AND EFFECT.