

RELEASE OF LIABILITY AND ASSUMPTION OF RISK -- READ BEFORE SIGNING

By signing this Release of Liability and Assumption of Risk (this “Agreement”), the individuals named below (referred to collectively and individually as “I” or “me” or “my”), on behalf of himself/herself/themselves and their minor child(ren), as well as on behalf of my and my child(ren)’s heirs, next of kin, assigns, and personal representatives, for good and valuable consideration, hereby agrees to all of the terms and conditions set forth in this Agreement:

1. The risk of injury from the activities involved in this program is significant, including the potential for permanent paralysis and death, and while particular skills, equipment, and personal discipline may reduce this risk, the risk of serious injury does exist; and,
2. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my participation; and,
3. I am aware of the contagious nature of the 2019 novel coronavirus disease (COVID-19 and referred to in this Agreement as the “Disease”) and voluntarily assume the risk, inherent and otherwise, that my child(ren) and/or I may be exposed to or contract the Disease by participating in any activity outside of our home, including activities (the “Activities”) organized by EAST MEADOW BASEBALL-SOFTBALL ASSOCIATION (the “Company”) or at any facility authorized by the Company to host the Activities. I understand and acknowledge that such exposure or infection may result in serious illness, personal injury, permanent disability, and/or death. I acknowledge that this risk may result from or be compounded by the actions, omissions, or negligence of others, including Company employees. I understand that while the Company has implemented preventative measures to attempt to reduce the spread of and exposure to the Disease, the Company cannot and does not guarantee that my child(ren) and/or I will not be exposed to or become infected with the Disease while participating in the Activities and that participating in the Activities may increase my child(ren) and/or my risk of contracting the Disease. NOTWITHSTANDING THE RISKS ASSOCIATED WITH THE DISEASE, I ACKNOWLEDGE THAT MY CHILD(REN) AND/OR I AM(ARE) VOLUNTARILY ENGAGING IN THE ACTIVITIES WITH KNOWLEDGE OF THE DANGER INVOLVED. I HEREBY AGREE TO ACCEPT AND ASSUME ALL RISKS OF PERSONAL INJURY, ILLNESS, DISABILITY OR DEATH TO MY CHILD(REN) OR MYSELF RELATED TO THE DISEASE, ARISING FROM ENGAGING IN THE ACTIVITIES, WHETHER CAUSED BY THE ACTS, OMISSIONS, OR NEGLIGENCE OF THE COMPANY OR OTHERWISE. I ASSUME FULL AND SOLE RESPONSIBILITY FOR ALL RISKS, KNOWN AND UNKNOWN, INHERENT OR OTHERWISE, RELATED IN ANY WAY TO THE ACTIVITIES; and,
4. I hereby expressly waive, release and discharge any and all claims, now known or unknown or hereafter known, against the Company, and its officers, directors, employees, agents, affiliates, shareholders/members, successors, and assigns (collectively, "Releasees"), on account of injury, illness, disability or death arising out of or attributable to my child(ren) and/or I engaging in the

Activity and being exposed to or contracting the Disease, whether arising out of the acts, omissions or negligence of the Company or any Releasees or otherwise. I covenant not to make or bring any such claim against the Company or any other Releasee, and forever release and discharge the Company and all other Releasees from liability under such claims; and,

5. I am familiar with federal, state, and local laws, orders, directives, and guidelines related to the Disease, including the Centers for Disease Control and Prevention (CDC) guidance on the Disease. My child(ren) and I will comply with all such orders, directives, and guidelines while engaging in the Activities, including, without limitation, requirements related to hand sanitation, social distancing, and use of face coverings. My child(ren) and I will also follow all instructions of the Company while engaging in the Activities. My child(ren) and I agree not to engage in the Activities if either of us are experiencing symptoms of the Disease (such as cough, shortness of breath or difficulty breathing, fever, chills, fatigue, muscle or body aches, headache, recent loss of taste or smell, sore throat, congestion or runny nose, nausea or vomiting, or diarrhea), have had a confirmed or suspected case of the Disease within the last twenty-one (21) days, or have come in contact in the last twenty-one (21) days with a person who has been confirmed or suspected of having the Disease; and,
6. I, on my own behalf and on behalf of my child(ren), our heirs, representatives, and next of kin, shall defend, indemnify, and hold harmless the Company and all other Releasees against any and all losses, damages, injuries, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, actions, lawsuits, proceedings, penalties, fines, costs, or expenses of whatever kind, including reasonable attorney fees, fees, and the costs of enforcing any right to indemnification under this Agreement, and the cost of pursuing any insurance providers, arising out or resulting from any claim of a third party related to the Disease due to my child(ren) or I engaging in the Activities and caused in whole or in part by the strict liability or negligence in any form of the Releasees; and,
7. This Agreement constitutes the sole and entire agreement of the Company and me with respect to the specific subject matter contained herein, but is in addition to all other waivers and releases signed by me on behalf of myself and my child(ren) with regard to other risks of participating in the Activities. . If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. This Agreement is binding on and shall inure to the benefit of the Company and me and our respective successors and assigns. All matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the internal laws of the State of New York without giving effect to any choice or conflict of law provision or rule (whether of the State of New York or any other jurisdiction); and,
8. I willingly agree to comply with the stated and customary terms and conditions for participation. If, however, I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the Company immediately; and,
9. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE, INDEMNIFY, AND HOLD HARMLESS EAST MEADOW BASEBALL SOFTBALL ASSOCIATION, their officers,

officials, agents and/or employees, other participants, sponsoring agencies, sponsors, advertisers, and, if applicable, owners and lessors of premises used for the activity ("Releasees"), WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, to the fullest extent permitted by law.

I HAVE READ THIS 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.

FOR PARENTS/GUARDIANS OF PARTICIPANTS OF MINORITY AGE

(UNDER AGE 18 AT TIME OF REGISTRATION)

This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree to his/her release as provided above of all the Releasees, and, for myself, my heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the Releasees from any and all liabilities incident to my minor child's involvement or participation in these programs as provided above, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES, to the fullest extent permitted by law.

PLAYER NAME: _____

TEAM NUMBER: _____ **AGE & DIVISION:** _____

PARENT/GUARDIAN SIGNATURE: _____

DATE: _____