

COVID 19 Risk Agreement and Liability Waiver

In consideration of being allowed to participate in any way in the PLAAY Adult athletic/sports programs whether involving team or individual sports and related events and activities, the undersigned acknowledges, appreciates, and agrees that:

1. The risk of injury and/or illness from the activities involved in the program is significant, including the potential for permanent paralysis and death, and while particular rules, equipment, and personal discipline may reduce the risk, the risk of serious injury does exist.
2. The risk to have direct or indirect contact with individuals who have been exposed to and/or diagnosed with one or more communicable diseases, including but not limited to COVID-19 or other medical conditions, diseases, or maladies, and/or any mutation or variation thereof does exist and it is impossible to eliminate the risk that I could become infected through contact with or close proximity to an individual with a communicable disease;
3. 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,
4. 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 hazard to the attention of the nearest official immediately; and,
5. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE AND HOLD HARMLESS BIA, its officers, officials, agents, independent contractors and/or employees, other participants, sponsoring agencies, directors, sponsors, advertisers, and, if applicable, owners and lessors of the premises used to conduct the event (collectively, the "Releasees"), WITH RESPECT TO ANY AND ALL INJURY, ILLNESS, DISABILITY, DEATH, or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.

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.

By signing this waiver, I agree to the above statements and verify that I am not a minor. Player must sign below.

Assumption of Risk & Indemnity Agreement

For and in consideration of the undersigned participant's registration with PLAAY and being allowed to participate in events and member activities, participant waives, releases and relinquishes any and all claims for liability and cause(s) of action, including for personal injury, property damage or wrongful death occurring to participant or participant's parent(s) or legal guardian(s) arising out of participation in practice events, the sport of baseball, and/or activities incidental thereto, whenever or however they occur and for such period said activities may continue, and by this agreement any such claims, rights, and causes of action that participant may have are hereby waived, released and relinquished, and participant does so on behalf of their heirs, executors, administrators and assigns.

Participant acknowledges, understands and assumes all risks relating to sports participation and activities incidental thereto, and understand that sports and activities incidental thereto involve risks to participant's person including bodily injury, partial or total disability, paralysis and death, and damages which may arise there from and that we have full knowledge of said risks. These risks and dangers may be caused by the negligence of the participant, participant's parent(s)/guardian(s) or the negligence of others, including the organization, its affiliates, members, event hosts, other participants, other parents and legal guardians, coaches, officials, sponsors, advertisers, owners and operators of the premises used to conduct any event and each of them, their officers, directors, agents and employees (collectively, "releasees"), and include risks arising from the conditions and use of sports facilities and related premises. I/We further acknowledge that there may be risks and dangers not known to us or not reasonably foreseeable at this time.

Participant acknowledges, understands and assumes the risks, if any, arising from the conditions and use of sports facilities and related premises, whether as a participant or a spectator, including without limitation, the risks involved with participating in the Organization's sports activities. Participant further acknowledges and understands that included within the scope of this waiver and release is any cause of action (including any cause of action based on negligence) arising from the performance, or failure to perform, maintenance, inspection, supervision or control of said areas and for the failure to warn of

dangerous conditions existing at said facilities, for negligent selection of certain releasees, or negligent supervision or instruction by releasees.

Participant agrees if any claim for personal injury or wrongful death is commenced against releasees, he/she shall defend, indemnify and save harmless from any and all claims or causes of action by whomever or wherever made or presented for his/her personal injuries, property damage or wrongful death.

Participant acknowledges that he/she has been provided and has read the above paragraphs and has not relied upon any representations of releasees, that he/she is fully advised of the potential dangers of baseball and understands these waivers and releases are necessary to allow the activities of the Organization to exist in its present form.

Photo and Electronic Media Release Waiver

I hereby grant permission to PLAAY its successors, assigns, licensees, and legal representatives, the irrevocable right to use my name, picture, portrait or photograph on its World Wide Web site, in electronic media (e.g., video, CD-ROM, etc.) or in other printed publications or other forms of promotion without further consideration, and I acknowledge PLAAY's right to crop or treat the photograph at its discretion, and waive my right to inspect or approve the finished product, including written copy, which may be created in connection therewith. I hereby grant and convey unto the PLAAY all right, title and interest in any and all photographic images and video or audio recordings made by the PLAAY during my participation in PLAAY Activities, including, but not limited to, any royalties, proceeds or other benefits derived from such photographs or recordings. I also acknowledge that the PLAAY may choose not to use my photo at this time, but may do so at its own discretion at a later date.

I also understand that once my image is posted on PLAAY's website, the image can be downloaded by any computer user. Therefore, I agree to indemnify and hold harmless from any claims the following: PLAAY, the photographer, their offices, employees, agents and designees, including league officers.

In witness whereof, I have executed this Conduct Statement, Waiver and Release of Liability, and Photo and Electronic Media Release Waiver on the date indicated below.

Signature: _____

Print Name: _____

Date: _____