

# Agreement to Participate with Waiver and Release Liability - COVID-19 Health and Safety Acknowledgment

RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AND PARENTAL CONSENT AGREEMENT ("AGREEMENT")

## Player Name \*

First Name      Last Name

## Parent/Guardian Name \*

First Name      Last Name

## Team Info \*

Team Name      Age

## E-mail \*

In consideration of being permitted to participate in any way in any events at any time relating to field or facility rental or usage, hosted by No Offseason, LLC or No Offseason Baseball, LLC ("activity") I, for myself, my personal representatives, assigns, heirs, and next of kin:

1. Acknowledge, agree, and represent that I understand the nature of baseball, softball, and soccer activities and that I am qualified, in good health, and in proper physical condition to participate in such activity. I further agree and warrant that if at any time I believe conditions to be unsafe, I will immediately discontinue further participation in the activity.

2. Fully understand that: (a) baseball, softball and soccer activities involve risks and dangers of serious bodily injury, including permanent disability, paralysis, and death ("risks"); (b) these risks and dangers may be caused by my own actions or inactions, the actions or inactions of others participating in the activity, the condition in which the activity takes place, or the negligence of the "releasees" named below; (c) there may be other risks and social and economic losses either not known to me or not readily foreseeable at this time; and I fully accept and assume all such risks and all responsibility for losses, costs, and damages I incur as a result of my participation or that of the minor in the activity.

3. Hereby release, discharge, and covenant not to sue No Offseason, LLC, Brickyard Park Holdings, LLC, No Offseason Baseball, LLC, Culmerville District Sportsmans Club, A& L Lloyd Enterprises, LLC and Valencia Sportspark, L.P., its respective member teams and leagues, their administrators, directors, agents, officers, members, volunteers, team members, and employees, other participants, any sponsors, advertisers, and owners and lessors of premises on which the activity takes place, (each

considered one of the releasees herein) from 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 rescue operations; and I further agree that if, despite this release and waiver of liability, assumption of risk, and indemnity agreement I, or anyone on my behalf, makes a claim against any of the releasees, I will indemnify, save, and hold harmless each of the releasees from any litigation expenses, attorney fees, loss, liability, damage, or cost which any may incur as the result of such claims.

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 any inducement or assurance of any nature and intend it to be a complete and unconditional release of all liability to the greatest extent allowed by law and agree that if any portion of this agreement is held to be invalid, the balance, notwithstanding, shall continue in full force and effect.

For parents/guardians of participants of minority age (Under 18 years old at the time of this registration) This is to certify that I, as parent/guardian with legal responsibility for this Participant, have indeed read the Agreement to Participate With Waiver and Release Liability and I agree, for myself, my heirs, assigns and next of kin, to release and hold harmless and waive subrogation to No Offseason, LLC, Brickyard Park Holdings, LLC, No Offseason Baseball, LLC, Culmerville District Sportsmans Club, A& L Lloyd Enterprises, LLC and Valencia Sportspark, L.P., its respective member teams and leagues, their administrators, directors, agents, officers, members, volunteers, team members, and employees, other participants, any sponsors, advertisers, and owners and lessors of premises on which the activity takes place, and all others from any and all liabilities incident to my minor child's involvement or participation in these outlined activities or programs as provided above, even if arising from ordinary negligence, to the fullest extent permitted by law.

I further agree to instruct my minor child to comply with the stated and customary terms and conditions for participation in the program or activity itself. If they are behaving in such a way that is not in compliance with the terms and conditions for participation in the program or activity, I will remove my child from participation and bring such to the attention of the nearest No Offseason, LLC official immediately.

## COVID-19 Health and Safety Acknowledgment

To help protect the health and safety of those who will be physically present during your scheduled activities, read and respond to the following:

### ASSUMPTION OF RISK

By conducting in-person sports activities during the COVID-19 pandemic, all persons fully assume any and all risks that result from entering the property for sports activities.

**When gatherings in groups, there is an unavoidable health risk posed because of the nature of COVID-19 and contact with or proximity to persons or things exposed to the virus. \***

I understand

**I will not have my child participate in activities related to this waiver if he/she or any member of**

**our household has been diagnosed with COVID-19, within 14 days of a scheduled activity. \***

I agree

**I will not have my child participate in activities related to this waiver if he/she or any member of our household has been knowingly in contact with someone with a person diagnosed with COVID-19 or in the process of being tested for COVID-19, within 14 days of a scheduled activity. \***

I agree

**I will not have my child participate in activities related to this waiver if he/she or any member of our household has traveled internationally, been on a cruise or been to any domestic location subject to a CDC travel advisory, within 14 days of a scheduled activity. \***

I agree

**I will not have my child participate in activities related to this waiver if he/she or any member of our household has had a fever over 100.4\* F, within 72 hours of a scheduled activity. \***

I agree

**I will not have my child participate in activities related to this waiver if he/she or any member of our household has had experienced coughing, shortness of breath or other recognized symptoms of COVID-19, within 72 hours of a scheduled activity. \***

I agree

**If at any time the answer to the above questions is "yes", my participant will not participate.**

I agree

\*

I have read, understood, and accept the above agreement.