

Amherst Baseball, Inc

RETURN TO PLAY WAIVER

In consideration of being allowed to participate in any way in Amherst Baseball, Inc (Amherst Baseball Little League or Hadley-Amherst Softball League) and all it's related events and activities, the undersigned acknowledges, appreciates, and agrees that:

1. The risk of injury and/or illness from the activities involved in any athletic endeavor is possible, and while particular rules, equipment, personal discipline and the utmost care and precautions taken by Amherst Baseball, Inc may reduce the risk, the risk of injury/illness does exist;
2. The risk to have contact with individuals, who have been exposed to and/or have been diagnosed with one or more communicable diseases, including but not limited to COVID-19 or other medical conditions, diseases, or maladies does exist, and despite WAmherst Baseball Inc's precautions it is impossible to completely eliminate the risk that I or my child could be exposed to and/or become infected through contact with or close proximity with 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 all full responsibility for my participation;
4. I willingly agree to comply with the stated and customary terms and conditions for participation and all restrictions and precautions implemented by Amherst Baseball, Inc regarding the COVID -1 pandemic . If, however, I observe any unusual significant hazard during my presence or participation, I will remove myself and my child from participation and bring such to the attention of the nearest official immediately; and
5. I, for myself and on behalf of my children, my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE AND HOLD HARMLESS Amherst Baseball, Inc. their officers, officials, agents and/or employees, board members, other participants, sponsoring agencies, sponsors, advertisers, and if applicable, owners and lessors of the premises used to conduct the event ("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, including but not limited to COVID-19 exposure.
6. **I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, BEFORE ACKNOWLEDGING THE CHECKBOX BELOW, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY AGREEING TO IT ON MY OWN BEHALF OR ON BEHALF OF THE YOUTH PARTICIPANT ASSOCIATED WITH THIS GUARDIAN ACCOUNT, AND I SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.**
7. **I HAVE READ THE GUIDELINES PROVIDED BY THE STATE OF MASSACHUSETTS HERE -<https://www.mass.gov/doc/safety-standards-for-youth-and-adult-amateur-sports-activities-phase-iii-step-2-effective-11720/download>, AND HAVE READ THE GUIDELINES PROVIDED BY AMHERST BASEBALL INC. HERE - <https://www.littleleague.org/downloads/best-practices/>**

ACKNOWLEDGEMENT BY ADULT PARTICIPANT: By acknowledging and signing below, I agree and verify the following: 1) I consent and agree to assume the risks of my participation in these programs; and 2) that I specifically agree to the release as provided herein of all the Releasees, and, for myself, my heirs, assigns and next of kin, I release and agree to indemnify the Releasees from any and all liabilities incident to my involvement or participation in these programs EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.

ACKNOWLEDGMENT BY PARENTS AND/OR LEGAL GUARDIANS OF YOUTH PARTICIPANTS: By acknowledging and signing below, I agree to and verify the following: 1) I am the parent or legal guardian for the youth participant associated with Amherst Baseball, Inc 2) that the date of birth of the youth participant associated with Amherst Baseball, Inc is correct, 3) that as parent/legal guardian with legal responsibility for this youth participant, I consent and agree to assume the risks of his/her participation with Amherst Baseball, Inc; and 4) that I specifically agree to his/her release as provided herein of all the Releasees, and, for myself, my heirs, assigns and next of kin, I release and agree to indemnify the Releasees from any and all liabilities incident to this youth participant's involvement or participation in these programs as provided above EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.

Executed the ____ Day of _____, 2021

Print Player/Participant Name:

Parent/Guardian Signature