

SOUTH COLONIE BABE RUTH BASEBALL LEAGUE, INC.

WAIVER AND RELEASE OF LIABILITY

**THIS IS A LEGALLY BINDING DOCUMENT.
PLEASE READ CAREFULLY BEFORE SIGNING**

In consideration of being allowed to participate in any manner whatsoever with the South Colonie Babe Ruth Baseball League, Inc., their athletic sports, programs activities, fundraisers, or any other related event or activity connect to the South Colonie Babe Ruth Baseball League, Inc., the undersigned hereby acknowledges agrees and consents as follows:

- 1) The activities involved in this program potentially pose the risks of injury and illness including but not limited to communicable diseases such as MRSA, influenza, and COVID-19. These injuries and or illnesses have the potential to be significant, and potentially life threatening. While steps are being taken to reduce these risks, including the personal discipline of the participants, the risk of serious injury and or illness still exist. and
- 2) I knowingly and of my own free will, assume all such risks, both known and unknown, even if arising from the negligence of others, and assume full responsibility for my participation, and
- 3) 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 nearest official immediately; and
- 4) I acknowledge that I am aware that there are risks to me of exposure to directly or indirectly arising out of contributed to, by or resulting from : An outbreak of any and all communicable diseases, including but not limited to: the virus “severe acute respiratory syndrome coronavirus-2 (SARS-CoV-2) which is responsible for Coronavirus disease (COVID-19) and or any mutation or variation thereof. and
- 5) In consideration of having the opportunity to participate as either a team member or competitor at any South Colonie Babe Ruth Baseball League Inc location and in acknowledging that I am aware of and willing to assume the risks associated with this activity, I hereby voluntarily agree to waive, hold harmless, and indemnify South Colonie Babe Ruth Baseball League, Inc., the Village of Colonie, the Town of Colonie, and its trustees, agents, volunteers, and employees from any and all claims, demands, damages, and causes of action of any nature whatsoever arising out of ordinary negligence, which I, my heirs, my assigns, and or successors may have against them for, on account of, or by reason of my participation in the above activities. I indicate my agreement to this hold harmless agreement by signing below or on my behalf.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, I FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

PARTICIPANT NAME _____

PARTICIPANT SIGNATURE _____

FOR PARTICIPANTS UNDER THE AGE OF 18 AT THE TIME OF REGISTRATION

This is to certify that I as parent/guardian with legal responsibility for this participant, have read and explained the provisions in this waiver/release to my child/ward including the risks of the activity and his /her responsibilities for adhering to the rules and regulations. Furthermore, my child/ward understands and accepts these risks and responsibilities. I for myself, my spouse, and child/ward do consent and agree to his or her release provided above for all the Releasees and myself, my spouse, my child/ward do release and agree to indemnify and hold harmless the Releasees from any and all liabilities incident to my minor child/ward's involvement or participation in these activities as provided above, even if arising from their negligence, to the fullest extent permitted by law.

PARTICIPANT NAME _____

PARTICIPANT SIGNATURE _____

DATE SIGNED: _____ Emergency Phone Number (____) _____