

COVID-19 WAIVER AND RELEASE OF LIABILITY

READ BEFORE SIGNING

The undersigned, in consideration of being allowed to participate in any way in recreational activities, athletic sports programs, recreational baseball, travel baseball, tournament play and any and all related events and activities which occur on premises utilized by the Halfmoon Baseball League, Inc. (hereinafter "League") (herein collectively referred to as "activities"), acknowledges, appreciates, and agrees that:

1. To the fullest extent permitted by law, I hereby voluntarily agree to waive, hold harmless and indemnify and covenant not to sue the League, The Town of Halfmoon, and either of their respective trustees, agents, volunteers and/ or employees (herein collectively referred to as "Releasees" 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 or successors may have against them for, on account of, or by reason of my participation in the above activities; and

2. I further acknowledge and agree that the risks of injury and contracting certain illness including but not limited to communicable diseases such as MRSA, influenza, and COVID-19 from the activities involved in this program are significant, potentially life-threatening, and while particular rules, equipment, and personal discipline may reduce these risks, the risks of serious injury and illness do exist; 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 League official or umpire immediately; and,

5. I acknowledge that I am aware that there are risks to me and of my minor child(ren) of exposure to directly or indirectly arising out of, contributed to, by, or resulting from an outbreak of any and all communicable disease, 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 I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS and ASSUME ALL SUCH RISKS ON BEHALF OF MY MINOR CHILD(REN), both known and unknown, EVEN IF SUCH RISKS ARISE FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my and my minor child(ren)'s participation.

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.

Participant Name: _____

Participant Signature: _____ Dated: _____

FOR PARTICIPANTS OF MINORITY AGE (UNDER AGE 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, the child's other parent or guardian, and child/ward do consent and agree to his/her release provided above for all the Releasees and myself, child's other parent or guardian, and child/ward do release and agree to indemnify and hold harmless the Releasees from any and all liabilities incident to my minor child's/ward's involvement or participation in these activities as provided above, EVEN IF ARISING FROM THEIR NEGLIGENCE, to the fullest extent permitted by law.

Parent/Guardian Name: _____

Parent/Guardian Signature _____

Dated: _____ Emergency Phone Number: (____) _____