



## **Baseball For All (Youth)**

### **ATHLETIC WAIVER RELEASE OF LIABILITY and PUBLICITY PERMISSION 2024**

In consideration of being allowed to participate in and/or on behalf of and in connection with Baseball For All, Inc. programs, related events and activities, the undersigned acknowledges and agrees that:

For myself and for my respective heirs, assigns, next of kin, personal representatives, assigns and agents, I agree as follows:

**Assumption of Risk:** I acknowledge and agree that I understand the nature of the activities sponsored by or associated with Baseball For All (Events); that I/Participant am qualified, in good health, and in proper physical condition to participate therein; that there are certain inherent risks and dangers associated with the Events, and I also acknowledge and agree that my participation includes possible exposure to and illness from infectious diseases including but not limited to MRSA, influenza, and COVID-19 and its variants. I knowingly and voluntarily, accept, and assume responsibility for each of these risks and dangers, and all other risks and dangers that could arise out of, or occur during my participation in the Events both known and unknown, even if arising from the negligence of Releasees or others, and assume full responsibility for my participation. I willingly agree to comply with the stated and customary terms and conditions for participation, if any, as well as regards protection against infectious diseases. If I observe any unusual or significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest official and Baseball For All personnel immediately.

**Release, Waiver and Indemnification:** I hereby RELEASE, WAIVE, DISCHARGE, INDEMNIFY AND COVENANT NOT TO SUE Baseball For All, or any subsidiary thereof, and each of them, their officers and employees, agents, assigns, representatives, volunteers, officials, agents, and/or employees, other participants, sponsoring agencies, sponsors, advertisers, and if applicable, owners and lessors of premises used to conduct the event associated with Baseball For All and/or activities hosted by or in connection with Baseball For All (collectively, the "Releasees"), from and for any liability resulting from any personal injury, accident or illness (including death), and/or property loss, to indemnify, defend and hold the Releasees harmless however caused, arising from, or in any way related to my participation in the Events, including claims, actions, suits, procedures, costs, expenses, damages and liabilities including, but not limited to, attorney's fees, arising from, or in any way related to my participation in the Events, except for those arising out of the willful misconduct or intentional torts of the Releasees, as applicable.

**Media and Publicity Permissions.** I give to Baseball for All, without compensation or restriction or acknowledgement in any form, permission and the irrevocable right including moral rights, to use my likeness and/or name including to use and make photographs (still, film tape or otherwise, to use and record with a video or audio recording device, my name, voice, image, information about me and



including any ideas or materials I provide, in all forms and in all media now existing or hereafter created and in all manner (Likeness) promoting Baseball For All and/or Events associated with Baseball For All, for advertising, display, publication, promotion or any other lawful purpose (Permissions). I understand that Baseball For All is under no obligation to use such Likeness.

**Severability:** I expressly agree that the foregoing assumption of risk, release and waiver of liability and indemnity agreement, Media and Publicity Permissions is intended to be as broad and inclusive as is permitted by the law of the State of Massachusetts in which state this agreement shall be interpreted and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

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.

**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/their 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/her/their release provided above for all the Releases and myself, my spouse, and child/ward do release and agree to indemnify and hold harmless the Releases 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.

Participant \_\_\_\_\_

Signature of Guardian of Participant \_\_\_\_\_

Date \_\_\_\_\_

Emergency Phone Number (\_\_\_\_\_) \_\_\_\_\_