



## RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT

This Release of Liability, Waiver of Claims, Assumption of Risks and Indemnity Agreement (this “**Release Agreement**”) is to certify that I, as a participant or as a parent or guardian with legal responsibility for a minor child or ward that is a participant (hereinafter “**Participant**”), for the benefit of **Thoroughbred Baseball Academy, LLC** and its directors, officers, employees, teams, players, coaches, instructors, participants, volunteers, guides, agents, representatives, independent contractors, subcontractors, suppliers, sponsors, successors and assigns (all of whom are hereinafter referred as the “**Releasees**”), acknowledge that Participant will be engaged in youth sports, which includes, without limitation, all activities, events or services provided, arranged, organized, conducted, sponsored or authorized by the Releasees and shall include, sports training, sports camps, and youth sports activities, tournaments; games; practices; rental; orientational and instructional courses, seminars and sessions; travel, transport and accommodation; and other such activities, events and services in any way connected with or related to the Releasees.

**COVID-19:** The novel coronavirus (“**COVID-19**”), has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact, and those engaged in Sport are not immune from COVID-19 or the associated risks thereof.

**ASSUMPTION OF RISKS:** I further certify and acknowledge that Sport may be inherently dangerous and can cause serious or grievous injuries, including bodily injury, damage to personal property, and death and that Participant recognizes and assumes that risk, whether foreseeable or not reasonably foreseeable, including **COVID-19**, and Participant agrees to participate in Sport. This assumption of the risk shall be considered to the broadest extent possible as allowable by law.

PARTICIPANT IS AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH SPORT AND FREELY ACCEPT AND FULLY ASSUMES ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR LOSS RESULTING THEREFROM.

**RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT:** In consideration of the Releasees agreeing to allow Participant to participate in Sport and permitting Participant’s use of services, equipment, and other facilities, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, Participant hereby agree as follows:

1. **TO WAIVE ANY AND ALL CLAIMS** that Participant has or may in the future have against the Releasees and to release the Releasees from any and all liability for any loss, damage, expense or injury, including death, that Participant may suffer or that Participant’s next of kin may suffer, as a result of Participant participating in Sport DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING ANY DUTY OF CARE OWED, ON THE PART OF THE RELEASEES, AND FURTHER INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT PARTICIPANT FROM THE RISKS, DANGERS AND HAZARDS OF PARTICIPATING IN SPORT;
2. **TO HOLD HARMLESS AND INDEMNIFY** the Releasees for any and all liability for any property damage, loss or personal injury to any third party resulting from Participant’s participation in Sport.

3. This Release Agreement shall be effective and binding upon Participant's heirs, next of kin, executors, administrators, assigns and representatives, in the event of Participant's death or incapacity; and

4. This Release Agreement and any rights, duties and obligations as between the parties to this Release Agreement shall be governed by and interpreted solely in accordance with the laws of the State of Pennsylvania, County of Bucks and Hilltown Township and no other jurisdiction.

In entering into this Release Agreement, Participant is not relying on any oral or written representations or statements made by the Releases with respect to the safety of participating in Sport, other than what is set forth in this Release Agreement.

**I CONFIRM THAT I HAVE READ AND UNDERSTOOD THIS RELEASE AGREEMENT PRIOR TO SIGNIN IT, THAT I HAVE SIGNED THIS RELEASE AGREEMENT FREELY, VOLUNTARILY, UNDER NO DURESS OR THREAT OF DURESS, WITHOUT INDUCEMENT, PROMISE OR GUARANTEE BEING COMMUNICATED TO ME. AND I AM AWARE THAT BY SIGNING THIS RELEASE AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.**

Name of Participant (print) \_\_\_\_\_ Age \_\_\_\_\_

Player Signature \_\_\_\_\_ Date \_\_\_\_\_

Parent/Guardian (Signature) \_\_\_\_\_ Date \_\_\_\_\_

Name of Parent/Guardian (print) \_\_\_\_\_

Participant Home Address \_\_\_\_\_

Participant Phone Number \_\_\_\_\_ Email \_\_\_\_\_

Team Name (if applicable) \_\_\_\_\_

Coach (if applicable) \_\_\_\_\_