**CERTIFICATE**

This Certificate, dated [\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_], 2021, is executed and delivered by [MEMBER ORGANIZATION’S NAME] (the “Member”) to LANCASTER COUNTY YOUTH BASEBALL LEAGUE (the “LCYBL”) as a condition established by the executive committee of the LCYBL.

WHEREAS, Member is a member of the LCYBL;

WHEREAS, there are risks inherent in participating in any athletic program, sport or other activity, including without limitation, the risks presented by the potential for infectious diseases (such as influenza, COVID-19, MRSA, and similar viruses) and/or a participant sustaining other injury;

WHEREAS, as a result, the LCYBL requires that all coaches, volunteers, players and all other participants of any team registered with LCYBL (for purposes hereof, each a “Participant”) by such Member shall provide a fully executed waiver and release agreement, in form attached as **Exhibit A** hereto (the “Waiver and Release”), which will alert each Participant (and their parents/legal guardian as applicable) to the presence of those inherent risks, as well as their release and indemnification of the Member and the LCYBL (and their respective officers, board members, directors, representatives and agents) from and against any liability associated with such risks inherent with participation;

WHEREAS, the LCYBL has informed its membership of the existence of this requirement and of the LCYBL’s expectation that all of its members (including, Member) obtain a signed Waiver and Release from each Participant;

WHEREAS, the LCYBL has also adopted certain guidelines with which it expects each member’s compliance – those guidelines are attached as **Exhibit B** hereto (collectively, the “Guidelines”)

WHEREAS, the LCYBL requires the execution and delivery of this Certificate by Member regarding such Member’s compliance with these requirements.

The undersigned, as an authorized representative acting on behalf of Member, hereby certifies to the LCYBL, with the understanding that the LCYBL may rely on such certifications, as follows: (a) that Member has or will take all actions and/or has caused or will cause its volunteers to take all actions necessary to comply with the Guidelines, and and (b) that Member has or will obtain a fully executed Waiver and Release from each Participant with respect to on or with respect to any team registered with the LCYBL by such Member.

IN WITNESS WHEREOF, the undersigned has executed this Certificate the day and year first written above.

 [MEMBER]

By:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 [Name, Title]

EXHIBIT A

WAIVER AND RELEASE

(Next Page)

**RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK,
AND INDEMNITY AGREEMENT (“Agreement”)**

In consideration of being permitted to be present at, attend, observe, and participate in baseball programming and related events at the facilities of, or provided by, **[\_\_\_\_\_*name of member club*  ]** (the “**Club”**) participating in the **LANCASTER COUNTY YOUTH BASEBALL LEAGUE** (the “**League”** and, together with the Club, each other member organization registering teams to participate in the League, and their respective officers, officials, representatives, agents, coaches, and other participants, each a “**Releasee”** hereunder)**,** I, for myself for and for my child(ren) (collectively referred to herein as “**me”**, “**I”**, or “**my”**, as applicable), personal representatives, assigns and heirs:

1. UNDERSTAND AND AGREE that participation in the Club’s athletic program and related events and activities (collectively, the “**Programs**”) including, without limitation, participation on any Club team registered to play in games scheduled by the League, involves inherent risks and dangers. Those risks and dangers include, but are not limited to, being injured by the actions or inactions of other participants or bystanders; and potential exposure to illness from infectious or communicable disease (including, but not limited to COVID-19, MRSA, influenza, other viruses, bacteria and all other infectious pathogens and diseases). I understand that this description and list of risks is not exhaustive, and I may encounter other risks not described herein during my participation in any Program. Further, I understand that risks may be caused or contributed to by my own actions or inactions, the actions or inactions of other participants, bystanders or staff, the conditions, settings, venues and other locations in which the Programs take place. **While some preventive measures and personal discipline may reduce this risk, the risk of serious injury, illness, emotional distress and death does exist**.

2. Understand that it is my responsibility to comply with all posted and published guidelines and procedures, including safety and hygiene guidelines, procedures and protocols intended to lessen the likelihood of the spread of disease among participants and other attendees. I further understand that it is my responsibility to comply with all laws and other requirements imposed by federal, state, and local authorities. If, however, I observe any hazardous circumstance, condition or activities during my presence or participation in any Program, I will remove myself from participation and bring such circumstance, condition or activity to the attention of Club officials immediately.

3. KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, BOTH KNOWN AND UNKNOWN, EVEN IF ARISING OUT OF THE NEGLIGENCE OF ANY RELEASEE HEREUNDER OR OTHERS AND ASSUME FULL RESPONSIBILITY FOR MY PARTICIPATION.

4. **RELEASE, DISCHARGE, AND HOLD HARMLESS RELEASEES TO THE FULLEST EXTENT PERMITTED BY LAW FOR ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, OR DAMAGES ARISING FROM OR RELATED TO ANY PROGRAM, OR MY PARTICIPATION THEREIN, INCLUDING INJURY, ILLNESS, EMOTIONAL DISTRESS, OR DEATH CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE RELEASEES**. I further agree that if, despite this Agreement, I or anyone acting on my behalf makes a claim against any of the Releasees, I will **DEFEND, INDEMNIFY, AND HOLD HARMLESS** each of the Releasees from any attorneys’ fees, losses, liability, damage, or expenses which Releasees may incur as the result of such claim.

5. I understand that this Agreement (including, without limitation, the release and indemnity provisions contained herein) will apply every time I am participating in any Program and/or present on the premises where any Program is being offered or is otherwise occurring. I agree that this Agreement is a contract which will be enforced to the fullest extent allowed by law and will be binding on me, my heirs, assigns, executors, and personal representatives. If any part of this Agreement is deemed to be unenforceable, the remaining terms shall be enforceable.

**I HAVE READ THIS AGREEMENT AND FULLY UNDERSTAND AND AGREE TO BE BOUND BY ITS TERMS. I UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL LEGAL RIGHTS BY SIGNING IT AND HAVE SIGNED IT FREELY AND WITHOUT INDUCEMENT OR ASSURANCE OF ANY NATURE.**

Printed Name of Participant: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date of Birth \_\_\_\_\_\_/\_\_\_\_\_\_\_/\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

City/State/Zip: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Phone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Participant’s Signature (only if age 18 or over): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**MINOR RELEASE**: By signing on behalf of a minor child participant, I hereby certify that I, as parent/legal guardian, with legal responsibility for this participant, have read and explained the provisions of this Agreement to the participant including the risks of presence and participation in the applicable Program and his/her personal responsibility for adhering to rules and regulations for protection against infectious or communicable diseases and/or other injury. Further, I certify that the participant (i.e. my child or ward) understands and accepts these risks and responsibilities. I for myself, my spouse, and child/ward do consent and agree to his/her release provided above for all the Releasees and myself, my spouse and child/ward do release and agree to indemnify and hold harmless the Releasees from and against any and all liabilities incident to the participant’s presence or participation in any Program and/or presence at any premises where any such Program is being offered or is otherwise occurring.

Printed Name of Parent/Guardian: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

PARENT/GUARDIAN SIGNATURE (only if participant is under the age of 18): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

EXHIBIT B

LCYBL GUIDELINES

1. Each Member will certify to LCYBL (form of certification to be provided) that each of their participants have signed the required Waiver and Release in the form provided by the League.  The certification will be handled similarly to the child-abuse protection certification required of members annually.
2. The League expects that LCYBL Members follow all federal, State or local laws, ordinances and regulations applicable to youth sports, generally and in particular, any specifically applicable to youth baseball.
3. In addition, the following will be applicable to LCYBL games for the Spring 2021 season:

       A final determination will be made on positioning of umpires closer to the start of the season.

       No volunteer umpires will be used this year.  In year’s past, it has been the responsibility of the home team to provide a volunteer umpire.  This will not be a requirement this year and non-paid umpires will not be permitted on the field of play. Only players, up to 4 coaches (for each team) and the umpires will be permitted on the field of play during a game.

       Each team will be responsible for bringing 2 new game balls, and having 5 additional “game worthy” League approved baseballs available for every game.  The additional 5 baseballs for each team do not need to be new.  Each team will use their own baseballs on defense and will take their baseballs with them when they leave the defensive field.  Extra baseballs for each team will be held by the coaches – the umpires will not hold extra baseballs this year as they typically do.

       A “plate meeting” will be held at the beginning of each game and will consist of one coach from each team and the umpire(s).  Social distancing will apply at the plate meeting.  No players will attend the plate meeting.  Each team will bring their respective required baseballs to the plate meeting to be confirmed/checked by the umpire.

        Post-game.  In lieu of the traditional line-up and hand-shake, players will line up along their own base line after the game, and tip their caps to the opposing team, umpires and their fans.