

BULLARD HARBALL ACADEMY RELEASE OF LIABILITY

I ACKNOWLEDGE THAT BY SIGNING THIS DOCUMENT, I AM AGREEING TO RELEASE THE RELEASED PARTIES FROM LIABILITY. I HAVE THEREFORE BEEN ADVISED TO READ THIS DOCUMENT CAREFULLY BEFORE SIGNING IT.

This Participation Agreement and Waiver and Release of Liability is entered into by the undersigned "Parent/Guardian" in favor of Bullard Hardball Academy, its member clubs, organizations, affiliates, partners, sponsors, vendors, directors, officers, employees, volunteers, members, agents, contractors, contracted entities and facilities and the owners and lessors thereof, (hereinafter referred to as "Bullard Hardball Academy" or collectively as the "Released Parties").

I understand that participation in Bullard Hardball Academy activities is a privilege but not a right. In consideration for the privilege of participation in Bullard Hardball Academy activities, I and my "Participant", acknowledge and agree as follows.

1. Participation in the activities of Bullard Hardball Academy, including but not limited to warm-up, training, practice, games, clinics, travel, and social events (referred to herein as the "Activities"), requires good health and fitness and can be **HAZARDOUS AND PRESENT A DANGER TO ME**. I believe my "Participants" are qualified to participate in the Activities, and if at any time I believe the conditions to be unsafe, I will immediately discontinue further participation on my "Participant" in the Activities _____ INITIAL HERE
2. Participation in Activities exposes my "Participant's" to **RISKS OF SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS AND DEATH**. Risks may arise out of contact and/or participation with other participants, spectators, equipment, field, facility and/or fixed objects; falls, collisions, rough play, and other mishaps; exposure to adverse weather conditions and/or high altitude; flaws and defects in equipment and facilities; irregular field conditions; and negligent field maintenance, negligent officiating, negligent coaching and negligent participation. Risks may be caused by my "Participant's" actions, or inaction, the actions or inaction of others participants, the condition of the facilities in which the Activities take place, and/or **THE NEGLIGENCE OF THE "RELEASED PARTIES."** There may be other risks and social and economic losses either not known to my "Participant's" or not readily foreseeable at this time. _____ INITIAL HERE
3. Assumption of the Risks. I **CONSENT TO THE PARTICIPANT'S PARTICIPATION IN THE ACTIVITIES AND FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES** incurred as a result of such participation. _____ INITIAL HERE
4. Waiver and Release of Liability. In consideration for the privilege of my and the participant's participation in the Activities, I hereby **RELEASE, DISCHARGE, COVENANT NOT TO SUE, AND AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS RELEASED PARTIES** from any and all liability, demands, losses, medical expenses, lost opportunities, damages or attorneys fees and costs stemming from any or all claims for negligence, expressed or implied warranty, contribution, and indemnity, and/or claims of negligent rescue operations, first aid, and emergency care, to the broadest extent permitted by applicable law, suffered by my "Participant's" and incurred on their account with respect to their personal injury and other injury or harm, disability, and/or death, or property damage, arising directly or indirectly from their participation in Activities, as caused or alleged to be caused in whole or in part by the Released Parties or any of them, and further agree that if, despite this Release, I or any other person makes a claim on my behalf against any of the Released Parties, unless, and to the extent, prohibited by law, **I IF APPLICABLE, WILL INDEMNIFY, SAVE AND HOLD HARMLESS EACH OF THE RELEASED PARTIES FROM ANY LIABILITY, LITIGATION EXPENSES, ATTORNEY FEES, LOSSES, DAMAGES OR COSTS ANY MAY INCUR AS THE RESULT OF ANY SUCH CLAIM, WHETHER ASSERTED BY ME, MY PARENT/GUARDIAN, IF APPLICABLE, OR ANOTHER PERSON.** _____ INITIAL HERE
5. Governing Law, Venue and Jurisdiction: I understand and agree that this document is intended to be as broad and inclusive as permitted under applicable law and shall be governed by California law. In the event of a dispute, the exclusive venue and jurisdiction for any lawsuit arising out of such dispute shall be the state court of Fresno County, or the federal courts located in Fresno, CA. _____ INITIAL HERE
6. Severability: If any provision of this document is determined to be invalid for any reason, such invalidity shall not affect the validity of any of the other provisions, which other provisions shall remain in full force and effect as if this document had been executed with the invalid provision eliminated. _____ INITIAL HERE

I HEREBY CERTIFY THAT I HAVE COMPLETELY READ AND UNDERSTAND THIS AGREEMENT AND ITS TERMS. PRIOR TO SIGNING THIS AGREEMENT, I HAVE HAD THE OPPORTUNITY TO ASK ANY QUESTIONS ABOUT THIS AGREEMENT. I AM AWARE, BY SIGNING THIS AGREEMENT, THAT I ASSUME ALL RISKS AND WAIVE AND RELEASE CERTAIN RIGHTS THAT I, THE PARTICIPANT, AND EACH OF MY HEIRS, NEXT OF KIN, FAMILY, RELATIVES, GUARDIANS, CONSERVATORS, EXECUTORS, ADMINISTRATORS, TRUSTEES AND ASSIGNS MAY HAVE AGAINST RELEASED PARTIES. THIS RELEASE SHALL BE EFFECTIVE AND BINDING UPON ME. I FURTHER REPRESENT THAT I AM AT LEAST 18 YEARS.

Parent/Guardian Signature _____ Printed Name _____ Date _____

Assumption of the Risk and Waiver of Liability relating to Coronavirus/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 by person- to-person contact. As a result, federal, state and local governments and federal and state health agencies recommend social distancing and have, in many locations, either prohibited or limited the congregations of groups of people.

By signing this agreement, I acknowledge the following:

The contagious nature of COVID-19 and that I, or my child(ren), may be exposed to or infected by COVID-19 by attending any sports activities and that such exposure or infection may result in personal injury, illness, permanent disability, and death. I further understand that the risk of becoming exposed to or infected by COVID-19 at any sports events/activities may result from the actions, omissions or negligence of myself and others, including, but not limited to Coaches, Referees, Trainers, Volunteers and other participants and their families.

I voluntarily agree to assume all of the foregoing risks and accept the sole responsibility for any injury to myself or my child(ren), including but not limited to, personal injury, disability, death, illness, damage, loss, claim, liability or expense of any kind, that I or my child(ren) may experience or incur in connection with my child(ren)'s attendance and/or participation in any sports activity. On my behalf, and on behalf of my child(ren), I hereby release, covenant not to sue, discharge, hold harmless Bullard Hardball Academy and _____, and any directors, officers, employees, agents, volunteers and representatives thereof, of and from the Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. I understand and agree that this release includes any Claims based on the actions, omissions, or negligence, whether active or passive, of Bullard Hardball Academy and _____, and any directors, officers, employees, agents, volunteers and representatives thereof, whether a COVID-19 infection occurs before, during or after participation in any sports activity/event and/or whether an injury occurs during participation in any sports activity/event.

Parent/Guardian Signature _____ Printed Name _____ Date _____