

**GRIT BASEBALL, NES, GET COACHED CONSULTING LLC, BEAR DOWN BASEBALL
LIABILITY WAIVER FORM**

The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is reported to be extremely contagious. The state of medical knowledge is evolving, but the virus is believed to spread from person-to-person contact and/or by contact with contaminated surfaces and objects, and even possibly in the air. People reportedly can be infected and show no symptoms and therefore spread the disease. The exact methods of spread and contraction are unknown, and there is no known treatment, cure, or vaccine for COVID-19. Evidence has shown that COVID-19 can cause serious and potentially life-threatening illness and even death. I acknowledge the contagious nature of the Coronavirus/COVID-19 and that the CDC and many other public health authorities still recommend practicing social distancing.

I acknowledge GRIT BASEBALL, NES, GET COACHED CONSULTING LLC, BEAR DOWN BASEBALL, its employees, staff, paid or unpaid (collectively, the “**Company**”), its clients, consultants, including unaffiliated actors in Athletic Activities (defined below), such as umpires, field crews, and family members has put in place preventative measures to reduce the spread of the Coronavirus/COVID-19 as promulgated by the State of New York.

I further acknowledge that the Company cannot guarantee that my child, ward and/or supervised minor (each a “**Player**” and collectively, the “**Players**”) will not become infected with the Coronavirus/Covid-19 during practice, games and/or other interactions on, in and/or around the field (collectively, “**Athletic Activity**”). I understand that the risk of becoming exposed to and/or infected by the Coronavirus/COVID-19 may result from the actions, omissions, or negligence of myself and others, including, but not limited to, the Company, during such Athletic Activities.

The Company has given the option to me and the Player not to participate in the Athletic Activities; **however**, I have voluntarily elected to seek services provided by the Company. Furthermore, these Athletic Activities are of such value to me and the Player that I accept the risk of being exposed to, contracting, and/or spreading COVID-19 in order to utilize Company’s services and premises in person.

I acknowledge that I am increasing the risk of exposure to myself and my Player’s to the Coronavirus/COVID-19.

I acknowledge that my Player and I must comply with all set procedures to reduce the spread while attending any Athletic Activity. Further, I acknowledge that I am responsible for the safety and wellbeing of my Player.

I attest that neither I nor my Player and/or any member of my immediate family:

- Are experiencing any symptom of illness such as cough, shortness of breath or difficulty breathing, fever, chills, repeated shaking with chills, muscle pain, headache, sore throat, or new loss of taste or smell.
- Have not traveled internationally within the last 14 days.
- Have not traveled to a highly impacted area within the United States of America in the last 14 days.
- Have been exposed to someone with a suspected and/or confirmed case of the Coronavirus/COVID-19.
- Have not been diagnosed with Coronavirus/Covid-19 and not yet cleared as non-contagious by state or local public health authorities.
- Am following all CDC recommended guidelines as much as possible and limiting my exposure to the Coronavirus/COVID-19.

I HEREBY RELEASE AND AGREE TO HOLD THE COMPANY HARMLESS FROM, AND WAIVE ON BEHALF OF MYSELF, MY HEIRS, AND ANY PERSONAL REPRESENTATIVES ANY AND ALL CAUSES OF ACTION, CLAIMS, DEMANDS, DAMAGES, COSTS, EXPENSES AND COMPENSATION FOR DAMAGE OR LOSS TO MYSELF AND/OR PROPERTY THAT MAY BE CAUSED BY ANY ACT, OR FAILURE TO ACT OF THE COMPANY, OR THAT MAY OTHERWISE ARISE IN ANY WAY IN

CONNECTION WITH ANY SERVICES RECEIVED FROM COMPANY. I UNDERSTAND THAT THIS RELEASE DISCHARGES THE COMPANY FROM ANY LIABILITY OR CLAIM THAT I, THE PLAYER, MY HEIRS, OR ANY PERSONAL REPRESENTATIVES MAY HAVE AGAINST THE COMPANY WITH RESPECT TO ANY BODILY INJURY, ILLNESS, DEATH, MEDICAL TREATMENT, OR PROPERTY DAMAGE THAT MAY ARISE FROM, OR IN CONNECTION TO, ANY SERVICES RECEIVED FROM THE COMPANY. THIS LIABILITY WAIVER AND RELEASE EXTENDS TO THE COMPANY TOGETHER WITH ALL OWNERS, PARTNERS, AND EMPLOYEES. I UNDERSTAND THAT THIS WAIVER MEANS I GIVE UP MY RIGHT TO BRING ANY CLAIMS INCLUDING FOR PERSONAL INJURIES, DEATH, DISEASE OR PROPERTY LOSSES, OR ANY OTHER LOSS, INCLUDING BUT NOT LIMITED TO CLAIMS OF NEGLIGENCE AND GIVE UP ANY CLAIM I MAY HAVE TO SEEK DAMAGES, WHETHER KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN.

I HAVE CAREFULLY READ AND FULLY UNDERSTAND ALL PROVISIONS OF THIS RELEASE, AND FREELY AND KNOWINGLY ASSUME THE RISK AND WAIVE MY RIGHTS CONCERNING LIABILITY AS DESCRIBED ABOVE:

Player Signature: _____ Date: _____

I am the parent or legal guardian of the minor named above. I have the legal right to consent to and, by signing below, I hereby do consent to the terms and conditions of this release.

Parent/Guardian Signature: _____ Date: _____