

In consideration of being allowed to participate in the event or activity with BALABAN ATHLETICS INC, I acknowledge, appreciate, and agree that:

1) The risk of injury from the activities involved in this program is significant, including the potential for permanent paralysis and death, and while particular rules, equipment, and personal discipline may reduce this risk, the risk of serious injury does exist; and,

2) I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my participation; and,

3) I willingly agree to comply with the stated and customary terms and conditions for participation. If, however, I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest official immediately; and,

4) I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE AND HOLD HARMLESS the Releasees, their officers, officials, agents, and/or employees, other participants, sponsoring agencies, sponsors, advertisers, and if applicable, owners and lessors of premises used to conduct the event ("RELEASEES"), WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR

OTHERWISE, to the fullest extent permitted by law.

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.

SIGN HERE IF YOU HAVE READ AND AGREE WITH THE WAIVER TERMS AND CONDITIONS.
SIGNATURE:

BALABAN ATHLETICS INC Refund Policy

BALABAN ATHLETICS INC has set the following guidelines on refunds:

To request a refund for any program, participants must fill out a Change/Cancellation Form. This will then be reviewed where a decision will be made as to whether to move forward with the refund and how much of the cost will be refunded. Refunds will be considered and assessed for the following reasons

Injury
Moving

Unfortunately, refunds will not be assessed due to the following:

Unhappy with team assignment
Tournament location
Request not honored

The amount of money that is refunded is contingent on how much of the season has passed as well as the reason for the refund. For example, a child who suffers an injury with only a short time left in the season will likely not warrant a refund as the entire cost of the season has already been incurred. But an individual looking for a refund prior to the season beginning is likely to get back the entire cost of the registration.

Refunds that are awarded will be returned in one of three ways:

System Credit - If the participant will be registering for another program in the coming months, a system credit can be placed on their account to allow those funds to be used for future payments for membership or programs.

Credit Card Return - If a member paid for the registration in question using a card, the amount will be returned- if the eligible above reason has occurred.

Check - If the member paid for the registration in question using a check or cash, Refunds can only be requested by members listed on the child's unit. Credit Card returns will only go back on the card originally used to pay for the program. Checks will only be sent to the address listed on the unit.

MEDIA:

I hereby give permission to Balaban Athletics INC, to use photographs, voice recordings, or video taken of my child during the games and events associated with the program in any manner to help promote the league activities as determined in the sole discretion of Balaban Athletics Inc, Such use could include publications, media releases, announcements, electronic or otherwise, and on league websites or social media pages. I understand that neither I nor my child/ward will receive any compensation if such image appears in any of the manners listed above or any other manner that the league deems appropriate. I agree that such image is the property of BALABAN ATHLETICS INC.

I have read and accept the FORM RELEASE AND WAIVER TERMS AND CONDITIONS

In consideration of being allowed to participate in any way in the program, related events and activities, I the undersigned, acknowledge, appreciate, and agree that:

I am aware there are risks to my child, directly or indirectly arising out of, contributed to, by, or resulting from an outbreak of any and all communicable disease, including but not limited to, the virus "severe acute respiratory syndrome coronavirus 2 (SARS-CoV-2)", which is responsible for Coronavirus Disease (COVID-19) and/or any mutation or variation thereof.

I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, **HEREBY RELEASE, INDEMNIFY, AND HOLD HARMLESS BALABAN ATHLETICS INC.**, its directors, coaches, officers, officials, agents and/or employees, associated personnel, other participants, sponsors, advertisers, and, if applicable, owners and lessors of premises used to conduct the event (RELEASEES), from any and all claims, demands, losses, and liability arising out of or related to any **ILLNESS, INJURY, DISABILITY OR DEATH** I may suffer, **WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE**, to the fullest extent permitted by law.

By sending my child to any BALABAN ATHLETICS INC., activity, I am acknowledging that I have answered "No" to ALL of the following questions on the day of each activity. [In the past 24 hours has the participant had a new or worsening cough? In the past 24 hours has the participant had diarrhea or vomiting? In the past 24 hours has the participant had a fever temperature greater than 100.4 for children and adults (without taking any fever reducing medication)? In the past 24 hours has the participant had shortness of breath or trouble breathing? In the past 24 hours has the participant had a new loss of smell and/or taste? In the past 24 hours has the participant had a sore throat, different than your seasonal allergies? Do you have a household member or close contact who has been diagnosed with or or has been a close contact to someone diagnosed with COVID-19 in the past 2 weeks or is awaiting results from a COVID-19 diagnostic test?].

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.

I have read and accept the COMMUNICABLE DISEASE RELEASE OF LIABILITY AND ASSUMPTION

OF RISK AGREEMENT terms and conditions (sign here) _____

SIGNATURE _____

FOR PARENTS/GUARDIANS OF PARTICIPANT UNDER AGE 18 (MINOR) AT TIME OF REGISTRATION

This is to certify that I, as parent/guardian with legal responsibility for this Participant, do consent and agree to his/her release as provided above of all the Releasees, and, for myself, my heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the Releasees from any and all liability incidents to my minor child's involvement or participation in these programs as provided above, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES, to the fullest extent permitted by law.

SIGNATURE

: _____