

**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 summer baseball programming at the facilities of, or provided by, **Solanco Youth Baseball, (the Club)** participating in the **LANCASTER COUNTY YOUTH BASEBALL LEAGUE (the League)** and, together with the Club, 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 including, without limitation, participation on any team registered with the League to play the 2021 spring baseball season, involves inherent risks and dangers (collectively, Programs). Those risks and dangers include, but are not limited to, being injured by the actions or inactions of other participants or bystanders; 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 procedures, including safety and hygiene procedures and protocols intended to lessen the likelihood of the spread of disease among participants and staff. 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 my 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 ALLEGED OR ACTUAL 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: _____