

## EBA Covid Safety & Insurance Waiver

### **Ephrata Baseball Association Participants**

I, \_\_\_\_\_ the parent/guardian of the registrant \_\_\_\_\_, a minor, or adult registrant of legal age, agree that I and the registrant will abide by the rules of the Ephrata Baseball Association and its affiliated organizations and sponsors, recognizing the possibility of physical injury associated with baseball, in consideration for Ephrata Baseball Association, and accepting the registrant for its baseball programs and activities ('the Programs').

In consideration of being allowed to participate in any way in any Ephrata Baseball Association events or activities, I understand, acknowledge and agree to the following:

I certify that the registrant is physically fit and able to participate in the program event or activity and has not been advised otherwise by a qualified medical professional.

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 from person-to-person contact. It is believed that an individual can be infected with COVID-19 without their knowledge and be asymptomatic. Ephrata Baseball Association has put in place preventative measures to reduce the spread of COVID-19. However, Ephrata Baseball Association cannot guarantee that your minor (registrant) or adult registrant of legal age or anyone else will not become infected with COVID-19, including your family members and relatives. Participation in an Ephrata Baseball Association program(s), related event, camp or activity, could increase the risk of contracting COVID-19. By signing this agreement, I ACKNOWLEDGE the contagious nature of COVID-19 and VOLUNTARILY ASSUME THE RISK that my minor (registrant) or adult registrant of legal age may be exposed to or infected by COVID-19 by participating in an Ephrata Baseball Association program(s), related event, camp or activity, and that such exposure or infection may result in personal injury, illness, permanent disability, and/or death to my child (minor), myself, my spouse, guests, unborn child, or relatives. I understand that the risk of becoming exposed to or infected by COVID-19 at an Ephrata Baseball Association program(s), related event, camp or activity may result from the actions, omissions, or negligence of myself or others, including, but not limited to, Ephrata Baseball Association coaches, volunteers, and program participants. I UNDERSTAND AND VOLUNTARILY ACCEPT AND ASSUME ALL the foregoing risks related to COVID-19 for the registrant and accept sole responsibility for any injury or illness that may occur. Further, I UNDERSTAND AND AGREE that this release includes any Claims based on the actions, omissions, or negligence of Ephrata Baseball Association, its coaches, volunteers, Board Members, and

representatives, whether a COVID-19 infection occurs before, during, or after participation in any Ephrata Baseball Association program(s), related event, or activity.

I acknowledge and fully understand that the registrant (minor) or adult registrant of legal age will be engaging in activities that involve risk of serious injury, including permanent disability and death. These risks include, but are not limited to, those caused by: (a) the actions, inactions or negligence of Ephrata Baseball Association, participants, volunteers, spectators, coaches, event officials, organizers and Board Members; (b) conditions of the premises or equipment used; (c) rules of play; (d) temperature; (e) weather; (f) condition of participants; and, (g) vehicular traffic. I further acknowledge and fully understand that there may also be other risks that are not known or foreseeable at this time. I KNOWINGLY AND VOLUNTARILY ASSUME ALL SUCH RISKS, EVEN IF ARISING FROM THE NEGLIGENCE OF EPHRATA BASEBALL ASSOCIATION OR OTHERS, AND I ASSUME FULL RESPONSIBILITY AND LIABILITY FOR THE REGISTRANT'S PARTICIPATION.

I, the parent/guardian of the registrant, a minor, or adult registrant of legal age, my heirs, executors, administrators and assigns, hereby waive, release, discharge, and agree not to sue the Ephrata Baseball Association, its officers, directors, contractors, volunteers, representatives, coaches, and other participants, sponsoring agencies, sponsors, advertisers and if applicable, (collectively the Releasees), from any and all claims WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property, any liability and expenses WHETHER OR NOT ARISING FROM THE NEGLIGENCE OF THE RELEASEES which I may have or which may subsequently accrue to me, relating to, resulting from or arising out of my use and/or participation in any programs, events or activities of Ephrata Baseball Association, including any injury or damage to my person or property, or to that of any other person or property.

I consent to the registrant receiving medical treatment that may be deemed advisable in the event of injury, accident and/or illness during any program, event or activity. I release Ephrata Baseball Association and all persons participating in any such medical treatment from all responsibility for any such actions.

I intend that this Waiver and Release of Liability shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.

IN WITNESS WHEREOF, Participant has read and voluntarily signed this Release, and further agrees that no other presentations, statements, or inducements apart from the foregoing written agreement have been made.

I ACKNOWLEDGE THAT I HAVE READ THIS WAIVER AND RELEASE OF LIABILITY AND I FULLY UNDERSTAND ITS TERMS AND CONDITIONS.

Signature: \_\_\_\_\_

Date: \_\_\_\_\_