

## **BIG 3 BASEBALL PARTICIPATION WAIVER**

In consideration for being permitted to participate in practicing at Big 3 Baseball. I agree and acknowledge on behalf of myself and/or my child(ren):

1. I ACKNOWLEDGE, agree and represent for myself and my minor child(ren) that I understand the nature of the current COVID-19 pandemic, and have made myself familiar with the current guidelines regarding activities during the pandemic including, but not limited to, guidance from the United States Centers for Disease Control and Prevention, the State of Utah, and other federal, state and local governments. That I/my child(ren) am/are qualified, in good health, and in proper physical condition to participate in such activity with full knowledge of the risks and dangers associated with a group sporting activity that involves close physical contact with others that makes safe social distancing impossible.

2. I FULLY UNDERSTAND THAT such participation presents significant risks, some of which are unknown to me or not readily foreseeable at this time; I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES that I may incur as a result of my participation, or that of my minor child, in the Activity.

3. I AGREE THAT prior to delivering my child(ren) to participate at Big 3 Baseball I will evaluate my child(ren) and all household members for symptoms of COVID-19, and will not allow participation if either the child(ren), myself or any household member shows symptoms of this contagious and potentially fatal disease.

4. I UNDERSTAND THAT I AM RESPONSIBLE FOR ANY AND ALL MEDICAL EXPENSES WHICH MAY BE INCURRED AS A RESULT OF ANY ACCIDENT, ILLNESS, EXPOSURE, QUARANTINE, ORDER OF SELF ISOLATION OR NEGLIGENCE WHILE PARTICIPATING in practices at Big 3 Baseball.

5. I HEREBY WAIVE, RELEASE, DISCHARGE, AND COVENANT, FOR MYSELF AND MY MINOR CHILD(REN) NOT TO SUE BIG 3 BASEBALL AND ITS OWNERS AND AFFILIATES, I further agree that if, despite this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT I, or anyone on my behalf, or on the behalf of my minor child(ren), makes a claim against Big 3 Baseball, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS BIG 3 BASEBALL, its owners, members, and employees from any litigation expenses, attorney fees, loss, liability, damage, or cost which any or all of them may incur as the result of such claim.

6. SEVERABILITY: Should any portion of this waiver be declared invalid by a court of competent jurisdiction; the remaining provisions shall continue in full force and effect and shall be read to carry out the purpose(s) of the waiver before the declaration of partial invalidity.

I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND HAVE SIGNED IT FREELY AND WITHOUT INDUCEMENT OR ASSURANCE OF ANY NATURE AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT PERMITTED BY LAW.

NAME OF PARTICIPANT (PLAYER): \_\_\_\_\_

PARENT/GUARDIAN PRINTED NAME, AND TELEPHONE NUMBER:

\_\_\_\_\_

PARENT/GUARDIAN SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

TEAM NAME: \_\_\_\_\_

COACH(S) NAME PRINTED \_\_\_\_\_ SIGNATURE \_\_\_\_\_