**WAIVER / RELEASE FOR COMMUNICABLE DISEASES INCLUDING COVID-19 ASSUMPTION OF RISK / WAIVER OF LIABILITY / INDEMNIFICATION AGREEMENT**

*In consideration of being permitted to participate in* ***Tri-County Baseball League*** *( NJYB – WBA – RBA ) (“Release”) athletic programs and related events and activities, the undersigned (“Releaser”) hereby acknowledges, appreciates, and agrees that:*

1. The risk of injury and/or illness from the activities involved in the program is significant, including the potential for permanent paralysis and death, and while particular rules, equipment, and personal discipline may reduce the risk, the risk of serious injury does exist;
2. The risk to have contact with individuals, who have been exposed to and/or have been diagnosed with one or more communicable diseases, including but not limited to COVID-19 or other medical conditions, diseases, or maladies does exist, and it is impossible to eliminate the risk that I could be exposed to and/or become infected through contact with or close proximity with an individual with a communicable disease;
3. 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 all full responsibility for my participation;
4. I willingly agree to comply with the stated and customary terms and conditions for participation include those requirements set forth in the NJDOH / NYDOH guidelines which are appended to this waiver and incorporated herein by reference. Consistent with these guidelines I acknowledge that Releaser’s temperature will be taken prior to any scheduled Tri-County Baseball League, program, related event, or activity. The Releaser’s acknowledges that if the participant’s body temperature is above that recommended by the NJDOH / NYDOH guideline, the participant may not take part in the Tri-County Baseball League program, related event, or activity. Moreover, if the participant demonstrates any sign of illness prior to the Tri-County Baseball League program, related event, or activity, the participant may not take part in the Tri-County Baseball League program, event, or activity. If within 14 days prior to the Tri-County Baseball League program, related event, or activity, the participant has been exposed to anyone who has tested positive for or suspected to have contracted COVID-19, the participant may not take part in the Tri-County Baseball League program, related event, or activity. If, 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
5. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE AND HOLD HARMLESS Tri- County Baseball League, their officers, officials, agents and/or employees, other participants, sponsoring agencies, sponsors, advertisers, and if applicable, owners and lessors of the premises used to conduct the event, WITH RESPECT TO ANY AND ALL INJURY, ILLNESS, DISABILITY, DEATH, or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE including but not limited to Tri-County Baseball League, all Tri-County Baseball league and all of the owners, lessors, agencies of the fields listed in Exhibit A:

6. I have read and understand the NJDOH / NYDOH guidelines and agree to comply with all State and Local guidelines. View NJODH Guidelines Here - Veiw NYDOH Guidelines

7. I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, BEFORE ACKNOWLEDGING THE CHECKBOX BELOW, FULLY UNDERSTAND ITS TERMS,

UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY AGREEING TO IT ON MY OWN BEHALF OR ON BEHALF OF THE YOUTH PARTICIPANT ASSOCIATED WITH THIS GUARDIAN ACCOUNT, AND I SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

FOR PARTICIPANTS OF MINORITY AGE (UNDER AGE 18 AT THE TIME OF REGISTRATION)

This is to certify that I, as parent/guardian, with legal responsibility for this participant, have read and explained the provisions in this waiver/release to my child/ward including the risks of presence and participation and his/her personal responsibilities for adhering to the rules and regulations for protection against communicable diseases. Furthermore, my child/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 Releases and myself, my spouse, and child/ward do release and agree to indemnify and hold harmless the Releases for any and all liabilities incident to my minor child’s/ward’s presence or participation in these activities as provided above, *EVEN IF ARISING FROM THEIR NEGLIGENCE*, to the fullest extent provided by law.

Name of participant: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of participant or parent/guardian in the event participant is a minor:

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Name of parent/guardian: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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