

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT



This is a binding legal agreement. Clarify any questions or concerns before signing. As a Participant in activities, programs, classes, services provided and events sponsored or organized by The B.C. Amateur Baseball Association o/a Baseball BC and its affiliated member Leagues, Clubs, and Associations (the "Organization"), including but not limited to: games, tournaments, practices, training, personal training, instructional sessions or lessons, conditioning programs, dry land training, use of strength training and fitness conditioning equipment, machines and facilities, nutritional and dietary programs, orientational or instructional sessions or lessons, aerobic and anaerobic conditioning programs (collectively the Activities"), the undersigned acknowledges and agrees to the following terms outlined in this agreement.

Disclaimer

The Organization, their respective directors, officers, committee members, members, employees, coaches, volunteers, officials, participants, agents, spectators, independent contractors, subcontractors, sponsors, successors and assigns, and representatives are not responsible for any injury, property damage, expense, loss of income, damage or loss of any kind suffered by a Participant during, or as a result of, the Activities, caused in any manner whatsoever including, but not limited to, the negligence of the Organization.

Description of Risks

I understand and acknowledge that:

- The Activities have foreseeable and unforeseeable inherent risks, hazards and dangers that no amount of care, caution or expertise can eliminate, including without limitation, the potential for serious bodily injury, permanent disability, paralysis and loss of life;
- The Organization has a difficult task to ensure safety and it is not infallible. The Organization may be unaware of my fitness or abilities, may misjudge weather or environmental conditions, may give incomplete warnings or instructions, and the equipment being used might malfunction.

I am participating voluntarily in the Activities. In consideration of my participation, I hereby acknowledge that I am aware of the risks, dangers and hazards associated with or related to the Activities which could result in damage, loss, serious physical injury, or death. The risks, dangers and hazards include, but are not limited to, injuries from:

- Health: executing strenuous and demanding physical techniques, physical exertion, overexertion, stretching, dehydration, fatigue, cardiovascular workouts, rapid movements and stops, lack of fitness or conditioning, traumatic injury, bacterial infections, rashes, and the transmission of communicable diseases, including viruses of all kinds, COVID-19, bacteria, parasites or other organisms or any mutation thereof.
- Premises: defective, dangerous, or unsafe condition of the facilities; falls; collisions with objects, walls, equipment, or persons; dangerous, unsafe, or irregular conditions on turf/grass or other surfaces, extreme weather conditions; travel to and from premises.
- Use of Equipment: mechanical failure of the equipment; negligent design or manufacture of the equipment; the provision of or the failure by the Organization to provide any warnings, directions, instructions or guidance as to the use of the equipment; failure to use or operate the equipment properly and/or within my own ability.
- Contact: contact with any and all sporting equipment, baseballs, bats, benches, stands, poles, fences or other persons, whether intentional or unintentional, is a common part of baseball programs, and may lead to serious bodily injury, including but not limited to concussions and/or other brain injury, including but not limited to closed head injury or blunt head trauma or serious spinal injury which may render the participant permanently paralyzed.
- Serious injury to virtually any and / or all bones, joints, ligaments, muscles, tendons, and other aspects of the participants body or to the participants general health and wellbeing.
- Abrasions, sprains, strains, fractures, or dislocations.
- Grass, turf, and other surfaces including bacterial infections and rashes
- Advice: negligent advice regarding baseball programs
- Ability: Failing to act safely within my own capability and/or within designated areas
- Sport: the use of field/turf and its inherent risks.
- Conduct: My conduct and the conduct of other persons including any physical altercation between field participants and/or spectators
- Travel: Travel to and from the Activities
- Negligence: My negligence and negligence of other persons, including NEGLIGENCE ON the PART OF THE ORGANIZATION, may increase the risk of damage, loss, personal injury or death. I understand that the Organization may fail to safeguard or protect me from the risks, dangers, and hazards of ice and/or turf/field programs, some of which are referred to above.

Terms

In consideration of the Organization allowing me to participate in the Activities, I agree:

- That my mental and physical condition is appropriate to participate in the Activities and I assume all risks related to my mental or physical condition.
- That when I play, practice or train I am responsible for my surroundings
- To comply with the rules and regulations for participation in the Activities.
- To comply with the rules of the facility or equipment.
- To comply at all times with all applicable Government Orders, Statutes, Acts, Regulations and Guidelines.
- That if I observe an unusual significant hazard or risk, I will remove myself from participation and bring such to the attention of the Organization representative immediately.
- The risks associated with the Activities are increased when I am impaired, and I agree not to participate if impaired in any way.
- That it is my sole responsibility to assess whether any Activities are too difficult for me. By commencing an Activity, I acknowledge and accept the suitability and conditions of the Activity.
- That I am responsible for my choice of protective equipment and the secure fitting of that equipment.

Release of Liability and Disclaimer

In consideration of the Organization allowing me to participate in the Activities, use its equipment and facilities, I agree:

- That the sole responsibility for my safety remains with me;
- To ASSUME all risks arising out of, associated with or related to my participation;
- That I am not relying on any oral or written statements made by the Organization or its agents, whether in a brochure or advertisement or in individual conversations, to agree to be involved in the Activities;
- To WAIVE any and all claims that I may have now or in the future against the Organization;
- To freely ACCEPT AND FULLY ASSUME all such risks and possibility of personal injury, death, property damage, expense and related loss, including loss of income, resulting from my participation in the activities, events and programs of the Organization;
- To FOREVER RELEASE AND INDEMNIFY the Organization from any and all liability for any and all claims, demands, actions, damages (including direct, indirect, special and/or consequential), losses, actions, judgments, and costs (including legal fees) (collectively, the "Claims") which I have or may have in the future, that might arise out of, result from, or relate to my participation in the Activities, even though such Claims may have been caused by any manner whatsoever, including but not limited to, the negligence, gross negligence, negligent rescue, omissions, carelessness, breach of warranty, breach of contract and/or breach of any statutory duty of care of the Organization;
- TO HOLD HARMLESS AND INDEMNIFY the Organization from any and all liability for any damage, loss, expense or injury to any third party resulting from my participation in the Activities.
- That the Organization is not responsible or liable for any damage to my vehicle, property, or equipment that may occur as a result of the Activities;
- That negligence includes failure on the part of the Organization to take reasonable steps to safeguard or protect me from the risks, dangers and hazards associated with the Activities; and
- This release, waiver and indemnity is intended to be as inclusive as is permitted by law of the Province of British Columbia and if any portion thereof is held invalid, the balance shall, notwithstanding, continue in full legal force and effect.

Jurisdiction

Notwithstanding the above, I agree that in the event that I file a claim against the Organization, I agree to do so solely in the province of British Columbia, Canada and further agree that the substantive law of British Columbia will apply in the event of conflict of law rules. I further agree that if any portion of this agreement is found to be void or unenforceable, the remaining document shall remain in full force and effect.

Acknowledgement

I acknowledge that I have read and understand this agreement, that I have executed this agreement voluntarily, and that this agreement is to be binding upon myself, my heirs, spouse, children, parents, guardians, next of kin, executors, administrators and legal or personal representatives. I further acknowledge by signing this agreement I have waived my right to commence or maintain any action against the Organization on the basis of any claims from which I have released herein.