

Adult Participant's Name _____

**RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND
INDEMNITY AGREEMENT**

BY EXECUTING THIS YOU WILL WAIVE CERTAIN LEGAL RIGHTS,
INCLUDING THE RIGHT TO SUE

***This is a binding legal agreement; Therefore, READ CAREFULLY and
clarify any questions or concerns before signing.***

1. BC Minor Baseball Association (the "Association") and its directors, officers, agents, representatives, employees, volunteers, members, participants, spectators, leagues, clubs, independent contractors, subcontractors, sponsors, successors and assigns (collectively the "Releasees") **ARE NOT RESPONSIBLE** for any injury, property damage, death, expense, loss of income, damage or loss of any kind suffered by the Participant during, or as a result of, the Baseball Programs and the risks relating to the Baseball Programs.
2. In this Agreement the term "**Baseball Programs**" shall include all activities, programs, events, classes, and services provided, sponsored or organized by the Association including but not limited to: games, tournaments, practices, personal training, 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.

I acknowledge that I have read and agree to be bound by paragraphs 1 – 2.

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ASSUMPTIONS OF RISK

3. I am aware that my participation in **Baseball Programs** involves many risks, dangers and hazards, which could result in damage, loss, serious physical injury or death. I am aware of these risks, dangers and hazards. Some of these risks, dangers and hazards include, but are not limited to:
 - a. Health: overexertion, dehydration, fatigue, lack of fitness or conditioning, traumatic injury, bacterial infections, rashes, **and the transmission of communicable diseases, including viruses of all kinds, bacteria, parasites or other organisms or any mutation thereof.**
 - b. Premises: defective, dangerous or unsafe condition of the facilities; falls; collisions with objects, walls, equipment or persons; dangerous, unsafe, or irregular conditions on grass, turf or other surfaces, extreme weather conditions; travel to and from premises.
 - c. Use of Equipment: mechanical failure of the equipment; negligent design or manufacture of the equipment; the provision of or the failure by the **Releasees** to provide any warnings, directions, instructions or guidance as to the use of the equipment; failure to use or operate the equipment within their own ability.
 - d. Contact: I acknowledge that contact with baseballs, other equipment, 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, or serious spinal injury.

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- e. Advice: negligent advice regarding **Baseball Programs**.
- f. My conduct and conduct of other persons including any physical altercation between baseball participants: I acknowledge that such conduct, including my negligence and negligence of other persons, including NEGLIGENCE ON THE PART OF THE **RELEASEES**, may increase the risk of damage, loss, personal injury or death. I understand that the **Releasees** may fail to safeguard or protect me from the risks, dangers and hazards of **Baseball Programs**, some of which are referred to above.

I acknowledge that I have read and agree to be bound by paragraph 3.

Initial

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of the **Releasees** allowing me to participate in **Baseball Programs**, use its equipment and facilities and providing its baseball services and consultation, I hereby agree as follows:

1. **TO WAIVE ANY AND ALL CLAIMS** that I have or may in the future have against THE **RELEASEES** AND TO RELEASE THE **RELEASEES** from any and all liability for any loss, damage, expense or injury including death that I may suffer or that my next-of-kin may suffer as a result of my participation in Baseball Programs DUE TO ANY CAUSE WHATSOEVER, including but not limited to:
 - a. negligence on the part of the **Releasees**;
 - b. breach of contract by the **Releasees**;
 - c. breach of warranty on the part of the **Releasees** in respect of the design, manufacture, selection, installation, maintenance or adjustment of equipment;
 - d. breach of any statutory or other duty of care including any duty of care owed under the *Occupiers Liability Act*, R.S.B.C. 1996, c. 303, on the part of the **Releasees**; and
 - e. the failure on the part of the **Releasees** to safeguard or protect me from the risks, dangers and hazards of **Baseball Programs**, some of which are referred to in the Assumption of Risks section of this Agreement.

I acknowledge that I have read and agree to be bound by paragraph 1.

Initial

2. TO HOLD HARMLESS AND INDEMNIFY THE **RELEASEES** from any and all liability for any damage, loss, expense or injury resulting from my participation in **Baseball Programs** DUE TO ANY CAUSE WHATSOEVER, including but not limited to negligence on the part of the **Releasees**; breach of contract by the **Releasees**; breach of warranty on the part of the **Releasees** in respect of the design, manufacture, selection, installation, maintenance or adjustment of equipment; breach of any statutory duty or other duty of care including any duty of care owed under the *Occupiers liability Act*, R.S.B.C. 1996, c. 303, on the part of the **Releasees**; and the failure on the part of the **Releasees** to safeguard or protect me from the risks, dangers and hazards of **Baseball Programs**, some of which are referred to in the Assumption of Risks section of this Agreement.

This Agreement continues on the next page.

- 3. TO HOLD HARMLESS AND INDEMNIFY THE **RELEASEES** from any and all liability for any damage, loss, expense or injury to any third party resulting from my participation in **Baseball Programs**.
- 4. Despite the risks, dangers and hazards of **Baseball Programs**, and fully understanding such risks, dangers and hazards, I wish to participate in **Baseball Programs** with the Association, and I FREELY ACCEPT AND FULLY ASSUME all such risks, dangers and hazards and the possibility of personal injury, death, property damage and loss resulting therefrom.
- 5. This Agreement shall be effective and binding upon my heirs, next-of-kin, executors, administrators, assigns and representatives, in the event of my death or incapacity.

I acknowledge that I have read and agree to be bound by paragraphs 2 – 5.

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- 6. **SAFETY:** In entering into this Agreement I am not relying on any oral, visual or written representations or statements made by the **Releasees** with respect to the safety of Baseball Programs other than what is set forth in this Agreement.
- 7. **INSURANCE:** I am aware that the Association carries insurance and that should I become injured or cause personal injury or property damage to any third party while participating in **Baseball Programs**, I may or may not be entitled to insurance coverage depending on the terms and conditions of the Association’s insurance policy.
- 8. **JURISDICTION:** This Agreement and any rights, duties and obligations as between the parties to this Agreement shall be governed by and interpreted solely in accordance with the laws of the Province of British Columbia (BC), and I agree to attorn solely to the jurisdiction of the Courts of the Province of BC. Any litigation involving the parties to this Agreement shall be brought solely within the Province of BC and shall be within the exclusive jurisdiction of the Courts of the Province of BC.

I acknowledge that I have read and agree to be bound by paragraphs 6 – 8.

_____ Initial

By executing this form, whether on-line or by signature, you agree that you have read, understand, and are bound by the Agreement terms.

_____ Print Full Name

_____ Signature

_____ Date (Month/Day/Year)