

RELEASE, WAIVER OF LIABILITY AND INDEMNITY (PARENT/GUARDIAN)

PLEASE READ THIS DOCUMENT CAREFULLY AND CLARIFY ANY QUESTIONS OR CONCERNS
BEFORE SIGNING

Name of Child/Athlete: _____ Name of Parent/Guardian: _____

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

WARNING! By signing this document (the “Agreement”), you and the child named above (the “Child”) will waive certain legal rights, including the right to sue for or claim compensation following an accident: _____ Initials

TO

1. Baseball Nova Scotia and affiliate community sport organizations including but not limited to _____, their directors, officers, employees, coaches, instructors, volunteers, agents, representatives, business operators, site property owners, members, (the “League”) are not responsible for any death, injury, loss or damage of any kind suffered by any person while participating in any activities of Baseball Nova Scotia caused in any manner whatsoever, including but not limited to the negligence of the League, whether passive or active.
2. In particular, the League are not responsible for contraction of COVID-19, or any death, injury, loss or damage of any kind suffered by any person resulting from contraction of COVID-19 or other illness while participating in any activities of Baseball Nova Scotia and affiliate community sport organizations.

ACTIVITY DESCRIPTION

3. Participating in the activities of Baseball Nova Scotia and affiliate community sport organizations including but not limited to _____ will include activity such as, but not limited to, warm-ups, training, practice, games, competitions, pre-events and post-events (social activities), and travel to and from events. (Any and all of which are individually and collectively referred to in this document as the “Activity”).

DESCRIPTION AND ASSUMPTION OF RISKS

4. I am aware that participating in the Activity described above involves many risks, dangers and hazards, which include but are not limited to:
 - Risk of contracting illness such as COVID-19;
 - COVID-19 is a serious health threat and can be deadly. While the risks are increased for individuals aged 65 and over, with compromised immune systems, or with

underlying medical conditions, the contraction of COVID-19 presents a risk to every individual. The risks associated with this disease include risk of permanent health effects and death. Risk of contracting this disease may increase from activities that include contact with others, equipment, or surfaces which may be contaminated.

These are among the risks inherent in the Activity.

- Injuries, including breaks, sprains, strains, and dislocations, resulting from physical contact with playing surfaces, participants, spectators, or equipment;
- Organ and ocular damage from physical contact with participants, equipment or playing surfaces;
- Connective tissue injuries to tendons, ligaments, and cartilage;
- Head injuries, including concussions, broken facial or cranial bones or teeth, and abrasions;
- Tripping hazards or slip and falls resulting in serious injury or death;
- Spinal cord injuries that may result in paralysis;
- Joint injuries to shoulders, back or neck, and knees and ankles;
- Risk of cardiovascular or cardiopulmonary distress or death;
- Equipment malfunction and/or failure, or improper use of equipment;
- Exposure to adverse weather conditions and/or irregular or negligent field maintenance;
- Heat-related illnesses such as dehydration, heat exhaustion, and heat stroke;
- Negligence on the part of other participants;
- Negligence on the part of the League, including the failure to take reasonable steps to safeguard or protect me from the risks, dangers, and hazards of participating in the Activity.

I understand the risks may be relative to my or, if applicable, my Child's own state of fitness and health (physical, mental and emotional), and to the awareness, care, and skill with which I or my Child conducts themselves while participating in the Activity. Furthermore, my Child, if applicable, and I are aware that injuries sustained and illness contracted through the Activity can be severe and potentially fatal.

My Child, if applicable, and I freely accept and fully assume all such risks, dangers and hazards, including, without limit, the risk of personal injury, death, property damage, and loss occasioned during or arising from my participation in the Activity however so caused.

↑ ***I have read and agree to be bound by paragraphs 1 - 4: _____ Initials***

RELEASE OF LIABILITY

5. In consideration of the League agreeing to my or my Child's participation in the Activity and permitting the use of their equipment and facilities, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, **I AGREE:**

a) TO WAIVE ANY AND ALL CLAIMS that I or my Child have or may in the future have against the League and to release the League from any and all liability for any loss, damage, expense, injury, or illness including death, that I or, if applicable, my Child may suffer, as a result of their participation in the Activity due to any cause, including but not limited to negligence, gross

negligence, breach of contract or breach of any statutory or other duty of care owed under the *Occupiers' Liability Act*, S.N.S. 1996, c. 27, or the Common Law of Canada or Nova Scotia, on the part of the League, and further including the failure on the part of the League to take reasonable steps to safeguard or protect me from the risks, dangers, and hazards of participating in the Activity.

- b) THAT in entering into this Agreement I am not relying on any oral or written representations or statements made by the League with respect to the safety of participating in the Activity, other than as set forth in this Agreement. I am aware of the dangers involved in participating in the activity and my or my Child's participation is voluntary.
- c) THAT I am particularly aware of the risks associated with the Activity for individuals with back or heart problems and other medical conditions. The Activity may require physical exertion which may be strenuous and may cause physical injury. To my knowledge, my or my Child's physical condition is adequate for participating in the Activity and I and/or my Child have no pre-existing health condition that should keep them from participating in the Activity.
- d) THAT I am particularly aware of the risks associated with the Activity for individuals who have a compromised immune system or have underlying conditions which make them more susceptible to the dangers of illness such as but not limited to COVID-19.
- e) TO forever release, discharge, save harmless and indemnify the League from any and all liability for any and all claims, demands, actions, damages (including, but not limited to, direct, indirect, incidental, special, and/or consequential), losses (economic/non-economic), judgments, executions, and costs (including legal fees and disbursements) which I or my Child may have or may in the future, that might arise out of my or my Child's participation in those activities, events and programs of the League or my traveling to and from, due to any cause whatsoever, including but not limited to the negligence, omission, carelessness, breach of contract, or breach of any duty of care by the League.
- f) THAT, if applicable, I have authority as the parent or legal guardian of _____ to enter into this Agreement;
- g) THAT, if applicable, I have discussed with my Child the risks associated with the Activity; and
- h) THAT, if applicable, my Child **HAS** my permission to participate in the Activity.
- i) I understand that this Agreement is intended to be as broad and inclusive as permitted by the laws of the Province of Nova Scotia and agree that if any portion is held invalid, the remainder of the Agreement will continue in full legal force and effect. I further affirm that the venue for any legal proceedings shall be in the Province of Nova Scotia.

↑ ***I have read and agree to be bound by paragraphs 5: _____ Initials***

Signature page to follow.

ACKNOWLEDGEMENT

I acknowledge that I have read this agreement, that I have executed this agreement voluntarily and with full knowledge of its content, and that I am aware this agreement is binding upon myself, my Child (if applicable), our heirs, executors, administrators, and/or representatives.

Signed this _____ day of _____, 20____, in Halifax, Nova Scotia

Signature of Parent/Guardian

Signature of Witness

Print Name

Print Name

Signature of Athlete/Participant if
age of majority

Signature of Witness

Print Name

Print Name