Consent and Release of Liability, Waiver of Claims, Assumption of Risks and Indemnity Agreement

This Consent and Release of Liability, Waiver of Claims, Assumption of Risks and Indemnity Agreement (this "***Release Agreement***") is to certify that I, as a participant or as a parent or guardian with legal responsibility for a minor child or ward that is a participant (hereinafter "***Participant***"), for the benefit of **Cuyahoga Valley Baseball Association, Member program of Cuyahoga Valley Youth Organization ("CVBA / CVYO")** and its directors, officers, employees, teams, players, coaches, instructors, participants, volunteers, guides, agents, representatives, independent contractors, subcontractors, suppliers, sponsors, successors and assigns (all of whom are hereinafter referred as the "***Releasees***"), acknowledge that Participant will be engaged in youth baseball ("***Sport***"), which includes, but not limited to, all activities, events or services provided, arranged, organized, conducted, sponsored or authorized by the Releasees and shall include, without limitation, tournaments, games, practices, rental, orientational and instructional courses, seminars and sessions, travel, transport and accommodation, and other such activities, events and services in any way connected with or related to the Releasees.

RULES, GUIDELINES AND BEST PRACTICES OF PARTICIPATION AND CONDUCT: Participant, Parent and/or Guardian agree to adhere to all rules of participation in Sport and general conduct promulgated and published, from time to time, by Releasees, as well as those mandatory guidelines and recommended best practices for Sports Leagues as issued by the State of Ohio and/or the Governor's Adult and Youth Sports Leagues Advisory Group.

ASSUMPTION OF RISKS: I further certify and acknowledge that Sport may be inherently dangerous and can cause serious or grievous injuries, including bodily injury, damage to personal property, and death and that Participant recognizes and assumes that risk, whether foreseeable or not reasonably foreseeable, including possible exposure to **COVID-19**, and Participant agrees to participate in Sport. This assumption of the risk shall be considered to the broadest extent possible as allowable by law.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT: In consideration of the Releasees agreeing to allow Participant to participate in Sport and permitting Participant's use of services, equipment, and other facilities, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, Participant hereby agrees as follows:

1. **TO WAIVE ANY AND ALL CLAIMS** that Participant has 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 Participant may suffer or that Participant's next of kin may suffer, as a result of Participant participating in Sport **DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING ANY DUTY OF CARE OWED, ON THE PART OF THE RELEASEES, AND FURTHER INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT PARTICIPANT FROM THE RISKS, DANGERS AND HAZARDS OF PARTICIPATING IN SPORT AND POSSIBLE EXPOSURE TO COVID-19**;
2. **TO HOLD HARMLESS AND INDEMNIFY** the Releasees for any and all liability for any property damage, loss or personal injury to any third party resulting from Participant's participation in Sport;
3. This Release Agreement shall be effective and binding upon Participant's heirs, next of kin, executors, administrators, assigns and representatives, in the event of Participant's death or incapacity; and
4. This Release Agreement and any rights, duties and obligations as between the parties to this Release Agreement shall be governed by and interpreted solely in accordance with the laws of the State of Ohio no other jurisdiction.

In entering into this Release Agreement, Participant is not relying on any oral or written representations or statements made by the Releasees with respect to the safety of participating in Sport, other than what is set forth in this Release Agreement.

I CONFIRM BY MY SIGNATURE BELOW THAT I HAVE READ AND UNDERSTAND THIS CONSENT AND RELEASE AGREEMENT PRIOR TO SIGNING IT, THAT I HAVE SIGNED THIS RELEASE AGREEMENT FREELY, VOLUNTARILY, UNDER NO DURESS OR THREAT OF DURESS, WITHOUT INDUCEMENT, PROMISE OR GUARANTEE BEING COMMUNICATED TO ME. I AM AWARE THAT BY SIGNING THIS RELEASE AGREEMENT, I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.

TEAM NAME:		AGE GROUP:		COACH NAME:	

PLAYER NAME	#	BIRTH DATE	HOME ADDRESS	PARENT/GUARDIAN SIGNATURE	DATE