

Return to Train Plan

APPENDIX 9: ADULT FORMS (MANDATORY)

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

(To be executed by Participants over the Age of Majority)

WARNING! By signing this document you will assume certain risks and responsibilities and waive certain legal rights. Please read carefully

1. **This is a binding legal agreement. Clarify any questions or concerns before signing. In consideration of the opportunity to participate as a Participant in** the spectating, orientation, instruction, training, participation in the sport of baseball, related baseball disciplines, activities, programs, travel to and from competitive events and associated non-competitive events, including the services of and offered (the “Activities”) by Baseball Alberta its respective, directors, officers, committee members, members, employees, coaches, volunteers, officials, participants, governing body, agents, sponsors, owners/operators of the facilities in which the Activities take place, and representatives (collectively the “Organization”) the undersigned, being the Participant (collectively the “Parties”), acknowledge and agree to the following terms:

Description of Risks

2. The Participant understands and acknowledges the following risks dangers and hazards (the “Risks”) of the Activities and related disciplines which include without limitation:
 - a) strenuous and demanding physical exertion, strenuous cardiovascular workouts, rapid movements, exertion and tension on various muscle groups which may cause serious injury to virtually all bones, joints, ligaments, muscles, tendons and other aspects of the Participant’s body or the Participant’s general health and well being.
 - b) Concussion or other related head injuries including but not limited to closed head injury or blunt head trauma.
 - c) Loss of or damage to equipment/property.
 - d) Exposure to contaminants, contagions, the **SARS-CoV-2 Virus** or other viruses or pathogens;
 - e) Exposure to extreme conditions and circumstances.
 - f) Contact with other participants, officials, administrators, spectators, or other natural or manmade objects, dangers arising from adverse weather conditions, imperfect field of play conditions, equipment failure or malfunction, inadequate safety measures and participants of varying skill levels.
3. 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, sickness, disease, contagion including but not limited to the SARS-CoV-2 Virus, COVID-19, permanent disability, paralysis, loss of life.**
4. The Organization may offer or promote online programming (such as webinars, remote conferences, workshops, and online training) which have different foreseeable and unforeseeable risks than in-person programming.
5. The Participant understands that these Risks may be caused in whole or in part by my own actions or inactions, the actions or inactions of others participating in or present during the Activities, or the negligent acts or omissions of the Organization.



I have read and agree to be bound by paragraphs 1-5



Terms and Attestation

6. The Participant attests, acknowledges and agrees:
 - a) That the Participant is in good physical and mental condition to participate in the Activities.
 - b) The Participant will comply with the rules and regulations for participation in the Activities including those that are a condition of use of the facility or venue in which the Activities occur.
 - c) **The Participant will comply with all rules and regulations of the Organization, Canada, Alberta and Public Health concerning matters of health and safety and specifically as they relate to the SARS-CoV-2 Virus and COVID-19.**
 - d) If the Participant observes a significant hazard or risk, the Participant will remove themselves from participation in the Activities and report the hazard or risk to the attention of an Organization representative immediately.
 - e) That the Organization does not undertake to provide health, accident, disability, hospitalization, personal property or other insurance for the Participant
 - f) When the Participant practices or trains in the Participant's own space, the Participant is responsible for the surroundings and the location and equipment that the Participant selects.
 - g) That it is their sole responsibility to assess whether any Activities are too difficult for the Participant. By the Participant commencing an Activity, they acknowledge and accept the suitability and conditions of the Activity; and
 - h) That they are responsible for the choice of the Participant's safety equipment, if required or recommended, and the secure fitting of the safety equipment.



I have read and agree to be bound by paragraph 6

Release of Liability and Waiver

7. The Participant hereby expressly assumes all such Risks and responsibility for any damages, liabilities, losses including loss of income, expenses, or related loss which they incur as a result of the Participant's participation in the Activities.
8. The Participant waives any and all claims that they may have now or in the future against the Organization and covenant not to sue the Organization.
9. The Participant forever releases the Organization from 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 they have or may have in the future, that might arise out of, result from, or relate to 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 contract and/or breach of any statutory duty of care of the Organization. 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.
10. The Participant agrees that if, despite this release and waiver of liability, assumption of risk and indemnity agreement, the Participant or anyone on their behalf, makes a claim against the Organization or any third party that claims indemnification from the Organization, the Participant WILL INDEMNIFY, SAVE AND HOLD HARMLESS the Organization from any litigation expenses, legal fees, loss, liability, damage or costs which any may incur as a result of such claim, to the fullest extent permitted by law.



I have read and agree to be bound by paragraphs 7 --10

Jurisdiction

11. The Participant agrees that in the event that they file a lawsuit against the Organization, they agree to do so solely in the province of Alberta, Canada and further agree that the substantive law of the Alberta will apply without regard to conflict of law rules and that this Agreement may be raised as a defence to such action. The Participant further agrees that if any portion of this agreement is found to be void or unenforceable, the remaining document shall remain in full force and effect.



I have read and agree to be bound by paragraph 11



Acknowledgement

12. The Participant acknowledges that the Participant has read and understands this agreement, that the Participant has executed this agreement voluntarily, and that this agreement is to be binding upon the Participant, the Participant's heirs, spouse, children, parents, guardians, next of kin, executors, administrators and legal or personal representatives. The Participant further acknowledge by signing this agreement the Participant has waived the Participant's right to maintain a lawsuit against the Organization on the basis of any claims from which the Participant has released herein.

Name of Participant (print)

Signature of Participant

Date

