

RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTIONS OF RISK AND INDEMNITY AGREEMENT BY EXECUTING THIS YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE

TO: Chilliwack Minor Baseball Association (the "Association") and its directors, officers, agents, representatives, employees, volunteers, members, participants, spectators, Districts, Leagues, Clubs, independent contractors, subcontractors, sponsors, successors and assigns (collectively the "RELEASEES")

DEFINITIONS: 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.

ASSUMPTION OF RISKS: I am the parent/guardian of the player being registered and have full legal responsibility for the decisions of said player. I believe my child/ward is physically, emotionally and mentally able to participate in baseball programs, and is doing so voluntarily and willingly.

I am aware that my child/ward's participation in baseball programs involves many risks, dangers and hazards, which could result in damage, loss, serious physical injury or death to my child/ward. I have spoken to my child/ward and have made my child/ward aware of these risks, dangers and hazards. Some of these risks, dangers and hazards include, but are not limited to:

- **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.
- **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
- **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 my own ability.
- **Contact:** I acknowledge that contact with baseball balls, 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.
- **Advice:** negligent advice regarding baseball programs
- **My child/ward's conduct and conduct of other persons including any physical altercation between baseball participants:** I acknowledge that such conduct, including my child/ward's 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 my child/ward from the risks, dangers and hazards of baseball programs, some of which are referred to above.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of the Releasees allowing my child/ward 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 or my child/ward may suffer or that my next-of-kin may suffer as a result of my or my child's/ward's 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 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 or my child/ward from the risks, dangers and hazards of baseball programs, some of which are referred to in the Assumption of Risks section of this Agreement.

2. **TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES** from any and all liability for any damage, loss, expense or injury to my child/ward resulting from my child's/ward's 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 my child/ward from the risks, dangers and hazards of baseball programs, some of which are referred to in the Assumption of Risks section of this Agreement.

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 child's/ward's participation in baseball programs.

4. Despite the risks, dangers and hazards of baseball programs, and fully understanding such risks, dangers and hazards, I wish my child/ward 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.

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.

INSURANCE: I am aware that the Association carries insurance and that should my child/ward become injured or cause personal injury or property damage to any third party while participating in baseball programs, my child/ward may or may not be entitled to insurance coverage depending on the terms and conditions of the Association's insurance policy.

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.

By executing this form, whether on-line or by signature, you agree that you are the registering player's parent/legal guardian and that you have read, understand and are bound by the Agreement terms.

Print Full Name

Signature

Date (Year/Month/Day)