

SOUTH AUSTIN BASEBALL - WAIVER

By registering my child for South Austin Baseball, and in consideration for my child's participation in South Austin Baseball activities of any kind, I agree to and acknowledge the following terms. I also acknowledge that I am aware of the highly contagious nature of COVID-19, as well as the many scientific/medical uncertainties about it at this time. I understand that participation in South Austin Baseball in any manner, either as a player, volunteer, coach, or observer obligates the participant to fulfill certain responsibilities and responsible behaviors, including but not limited to those laid out below:

1. I acknowledge that it is my responsibility to learn and understand all rules, requirements, and protocols for safety and health related to participation, playing, practicing, watching, or any other activity arising out or related to my child's participation in South Austin baseball. I also understand that it is my responsibility to fully convey these rules and expectations to my child(ren) and any other family members or other persons involved in any way in my child's participation in South Austin baseball.
2. I agree to assist the volunteer coaches and other parents to insure that our children as well as all other participants, including parent volunteers and coaches, are aware of and follow all required safety and health protocols.
3. I understand that parental responsibility during these times with respect to participation in group activities is greater than in the past, and that the South Austin Baseball coaches, volunteers, and other parents are not responsible for any of my parental or guardianship responsibilities, duties, or obligations. As a result of this understanding, I acknowledge that actions which occur at South Austin Baseball facilities while I am not present are my responsibility, including the actions of my child or other family members.
4. I understand that there is a danger in participating in public activities, and I voluntarily assume the risk that my family, including child(ren), and I may be exposed to or infected by COVID-19 or any other illness, disease, or pathogen while on site at the South Austin Baseball Facilities and I understand that such exposure or infection may result in personal injury, illness, permanent disability, and death. I understand that the risk of becoming exposed to or infected by COVID-19 may result from the actions, omissions, or negligence of myself and others, including, but not limited to, the South Austin Baseball board members, volunteers, program participants, and their families. I voluntarily agree to assume all of the foregoing risks and accept sole responsibility for any injury to my child(ren) myself, my family members, or any other person (including, but not limited to, personal injury, disability, and death), illness, damage, loss, claim, liability, or expense, of any kind, that I, my family, and/or my child(ren) may experience or incur in connection with my or my child(ren)'s participation in activities ("Claims"). On my behalf, and on behalf of my family and children, I hereby release, covenant not to sue, discharge, and hold harmless South Austin Baseball, its board members, volunteers, coaches, program participants, and their families, of and from the Claims, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating thereto. I understand and agree that this release includes any Claims based on the alleged actions, omissions, or negligence of the South Austin Baseball board members, volunteers, coaches and program participants and their families. That is, I am agreeing to release South Austin Baseball, its board members, volunteers, program participants and their families even if my injury is caused by their actual or alleged negligence. This release extends whether a COVID-19 infection, transmission, or illness occurs before, during, or after participation activities.
5. Finally, I agree to fully indemnify South Austin Baseball, its board members, volunteers, and coaches for any costs, damages or liability of any kind they might incur as a result of my own actions, inactions, or negligence, and assume full legal and financial responsibility for any consequences my actions cause, directly or proximately.

I have read this document carefully, and I understand it. My signature acknowledges that the terms of this Agreement are contractual and not merely recitals.

Signature

Printed Parent Name, Child's Name

Date

REVISED 6-2-2020