

**YOU MUST SIGN BOTH PAGE 1 (HARDCORE BASEBALL) &
PAGE 3 (NO OFFSEASON SPORTS) OF THIS WAIVER.**

****YOU MUST BRING THIS DOCUMENT TO TRYOUTS!****



ASSUMPTION OF RISK, WAIVER, AND RELEASE FROM LIABILITY

FOR PERSONS UNDER EIGHTEEN YEARS OF AGE, A PARENT OR LEGAL GUARDIAN MUST COMPLETE AND SIGN THIS FORM.

PLEASE READ CAREFULLY BEFORE SIGNING THIS ASSUMPTION OF RISK, WAIVER, AND RELEASE FROM LIABILITY.

Last Name First Name

Street Address City Zip Code

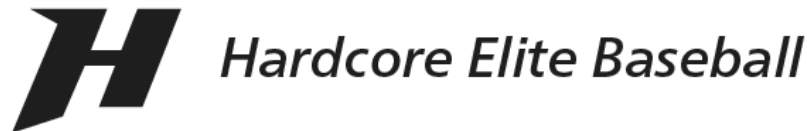
Names of Program and Team Coaches to Be Released: Hardcore Elite Baseball and Any and/or All Head Coaches, Trainers or Assistant Coaches for All Represented Hardcore Teams Age Groups.

Activities: All Baseball Related Items Include, Games, Practices, Workouts, Training, Travel and Warm-up

Location: Various Fields/Facilities of Use For Practice, Games or Training

Dates of Baseball Activity: From Jan 2020 to: December 2020

1. **ASSUMPTION OF THE RISK.** The undersigned assumes all risks which are foreseeable and involved with or may arise out of his or her voluntary participation in baseball training/practices, scrimmage games, exhibition games, and/or related baseball activities, or his or her child's voluntary participation in baseball training/practices, scrimmage games, exhibition games, and/or related baseball activities, including, but not limited to, the negligent and or willful and wanton acts of others, the criminal and or intentional acts of others, the omission of an act of another, a defect or condition of the premises, a defect in the vehicles used for transport, or the unavailability of emergency care. The undersigned does not assume the risks of injuries caused by the gross negligence, or willful or wanton misconduct of any officials, officers, employees, or agents of Hardcore Elite Baseball and Any and/or All Head Coaches, Assistant Coaches or Trainers for All Represented Hardcore Teams Age Groups.
2. **RELEASE.** The undersigned releases Hardcore Elite Baseball and all of Team Age Group Coaches, Assistants, Trainers, officers, trustees, employees, volunteers and agents not to initiate litigation on account of or in connection with any claims, causes of action, injuries, illnesses, damages, and/or cost of expenses arising out of the activities involved in baseball training/practices, scrimmage games, exhibition games, and/or related baseball activities, including, but not limited to, *sprains or torn ligaments, tendons, and muscles; broken bones; bruises; concussions; dislocations; cuts; allergic reactions; injuries due to physical contact with other participants, playing surfaces, and equipment; and other physical, mental, and emotional injuries* including those claims, causes of action, injuries, illnesses, damages, and/or cost of expenses based on death, bodily injury, or property damage whether or not caused by the negligence or other fault of the parties being released.
3. **COVID-19:** I understand the hazards of the novel coronavirus ("COVID-19") and am familiar with the Centers for Disease Control and Prevention ("CDC") guidelines regarding COVID-19. I acknowledge and understand that the circumstances regarding COVID-19 are changing from day to day and that, accordingly, the CDC guidelines are regularly modified and updated and I accept full responsibility for familiarizing myself with the most recent updates. Notwithstanding the risks associated with COVID-19, which I readily acknowledge, I hereby willingly choose to participate/attend in the Activities identified above. *I acknowledge and fully assume the risk of illness or death related to COVID-19 arising from my being in or about the Location of Activity/ Program and participating/attending in the Activities and hereby RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE (on my behalf and any minor children for whom I have the capacity to contract) Hardcore Elite Baseball and all of Team Age Group Coaches, Assistants, Trainers, owners, officers, directors, agents, employees, volunteers, and assigns from any liability related to COVID-19 which might occur as a result of my participation/attendance in the Activities.*



4. WAIVER. The undersigned waives the protection afforded by any statute or law in any jurisdiction whose purpose, substance, cause and/or effect is to provide that a general release shall not extend to claims, material or otherwise, which the person giving the release does not know or suspect to exist at the time of executing this release. This means, in part, that the undersigned is releasing unknown future claims.
5. INDEMNITY AND DEFEND. The undersigned agrees to indemnify and defend Hardcore Elite Baseball and all Age Group Coaches, Assistants, Trainers, officers, trustees, employees, volunteers and agents (hereinafter jointly referred to as "indemnitee") against, and hold them harmless from, any and all claims, causes of action, damages to or destruction of any property of the indemnitee or any others, infection of COVID-19 or any other illness, injury or death that may result to the undersigned, the undersigned's child, or anyone else.
6. MEDICAL CARE. I understand and agree that Hardcore Elite Baseball and all Age Group Coaches, Assistants, Trainers, may not be able to provide medical personnel at all times. I hereby give my consent to an officer, trustee, employee, volunteer and/or agent to provide me with medical assistance and/or treatment in the event of an emergency. I also agree to allow Hardcore Elite Baseball and all Age Group Coaches, Assistants, Trainers, to share any and all medical information about me with any party called to assist in my care. Finally, I agree to save and hold harmless and indemnify Hardcore Elite Baseball and all Age Group Coaches, Assistants, Trainers, from all liability, loss, cost, claim, lawsuit, or damage, whatsoever, including injury, death, or property damage, which may be imposed upon Hardcore Elite Baseball and all Age Group Coaches, Assistants, Trainers, because of any defect in or lack of such capacity to so act or caused, or alleged to be caused, in whole, or in part, by the negligence of the released parties.
7. JURISDICTION/VENUE/GOVERNING LAW: The protections provided by this Assumption of Risk, Waiver, and Release from Liability only enhance those protections already provided by the laws of the Commonwealth of Pennsylvania. This Assumption of Risk, Waiver and Release from Liability shall be construed and enforced according to the laws of the Commonwealth of Pennsylvania, and any action to enforce any provision contained herein shall be brought exclusively in the Court of Common Pleas of Butler And/or Allegheny County Courthouse.
8. SEVERABILITY. If any provision of this Agreement is prohibited, invalidated, or unenforceable in any jurisdiction, that provision will, as to that jurisdiction, be ineffective to the extent of the prohibition, invalidity or unenforceability without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of that provision in any other jurisdiction, unless it materially alters the nature or material terms of this Agreement.
9. ACKNOWLEDGEMENT. THE UNDERSIGNED HAS READ AND UNDERSTANDS THIS AGREEMENT AND REALIZES IT RELATES TO SURRENDERING AND RELEASING VALUABLE LEGAL RIGHTS AND DOES SO FREELY AND VOLUNTARILY. MOREOVER, THE UNDERSIGNED UNDERSTANDS THAT HIS OR HER PARTICIPATION/ATTENDANCE IN THE ABOVE NOTED ACTIVITIES OR HIS OR HER CHILD'S PARTICIPATION/ATTENDANCE IN THE ABOVE NOTED PROGRAM IS VOLUNTARY.

**Agreement to Participate
With Waiver and Release Liability
RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK,
AND INDEMNITY AND PARENTAL CONSENT AGREEMENT ("AGREEMENT")**

In consideration of being permitted to participate in any way in any events at any time relating to field or facility rental or usage, hosted by No Offseason, LLC or No Offseason Baseball, LLC ("activity") I, for myself, my personal representatives, assigns, heirs, and next of kin:

1. Acknowledge, agree, and represent that I understand the nature of baseball and softball activities and that I am qualified, in good health, and in proper physical condition to participate in such activity. I further agree and warrant that if at any time I believe conditions to be unsafe, I will immediately discontinue further participation in the activity.

2. Fully understand that: (a) baseball and softball activities involve risks and dangers of serious bodily injury, including permanent disability, paralysis, and death ("risks"); (b) these risks and dangers may be caused by my own actions or inactions, the actions or inactions of others participating in the activity, the condition in which the activity takes place, or the negligence of the "releasees" named below; (c) there may be other risks and social and economic losses either not known to me or not readily foreseeable at this time; and I fully accept and assume all such risks and all responsibility for losses, costs, and damages I incur as a result of my participation or that of the minor in the activity.

3. Hereby release, discharge, and covenant not to sue No Offseason, LLC, Brickyard Park Holdings, LLC, No Offseason Baseball, LLC, Culmerville District Sportsmans Club, A& L Lloyd Enterprises, LLC and Valencia Sportspark, L.P., its respective member teams and leagues, their administrators, directors, agents, officers, members, volunteers, team members, and employees, other participants, any sponsors, advertisers, and owners and lessors of premises on which the activity takes place, (each considered one of the releasees herein) from all liability, claims, demands, losses, or damages on my account caused or alleged to be caused in whole or in part by the negligence of the releasees or otherwise, including negligent rescue operations; and I further agree that if, despite this release and waiver of liability, assumption of risk, and indemnity agreement I, or anyone on my behalf, makes a claim against any of the releasees, I will indemnify, save, and hold harmless each of the releasees from any litigation expenses, attorney fees, loss, liability, damage, or cost which any may incur as the result of such claim.

I have read this agreement, fully understand its terms, understand that I have given up substantial rights by signing it and have signed it freely and without any inducement or assurance of any nature and intend it to be a complete and unconditional release of all liability to the greatest extent allowed by law and agree that if any portion of this agreement is held to be invalid, the balance, notwithstanding, shall continue in full force and effect.

For parents/guardians of participants of minority age (Under 18 years old at the time of this registration) This is to certify that I, as parent/guardian with legal responsibility for this Participant, have indeed read the Agreement to Participate With Waiver and Release Liability and I agree, for myself, my heirs, assigns and next of kin, to release and hold harmless and waive subrogation to No Offseason, LLC, Brickyard Park Holdings, LLC, No Offseason Baseball, LLC, Culmerville District Sportsmans Club, A& L Lloyd Enterprises, LLC and Valencia Sportspark, L.P., its respective member teams and leagues, their administrators, directors, agents, officers, members, volunteers, team members, and employees, other participants, any sponsors, advertisers, and owners and lessors of premises on which the activity takes place, and all others from any and all liabilities incident to my minor child's involvement or participation in these outlined activities or programs as provided above, even if arising from ordinary negligence, to the fullest extent permitted by law.

I further agree to instruct my minor child to comply with the stated and customary terms and conditions for participation in the program or activity itself. If they are behaving in such a way that is not in compliance with the terms and conditions for participation in the program or activity, I will remove my child from participation and bring such to the attention of the nearest No Offseason, LLC official immediately.

Print Player's Name

Print Name of Parent/Guardian

Signature of Parent/Guardian

Date

Submit One Per Player

Team Name: _____

Age Division: _____