

## INFORMED CONSENT AND ASSUMPTION OF RISK AGREEMENT

(To be executed by Participants under the age of 19)

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

rai	ticipant's	Name:			
1.	softball and SM				
		psert club here)			
_		Guardian (collectively the "Parties"), acknowledge and agree to the terms outlined in this document:			
	scription o				
2.	a)	ies understand and acknowledge that:  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, permanent disability, paralysis and loss of life;			
	b) c)	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; The Organization has a difficult task to ensure safety and it is not infallible. The Organization may be unaware of the Participant's fitness or abilities, may give incomplete warnings or instructions, may misjudge weather or environmental conditions, and the equipment being used might malfunction; and			
	d)	The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization and COVID-19 is extremely contagious. The Organization has put in place preventative measures to reduce the spread of COVID-19; however, the Organization cannot guarantee that the Participant will not become infected with COVID-19. Further, attending the Activities could increase your risk of contracting COVID-19.			
3.	The Participant is participating voluntarily in the Activities. In consideration of that participation, the Parties hereby acknowledge that they are aware of the risks, dangers and hazards and may be exposed to such risks, dangers and hazards. The risks, dangers and hazards include, but are not limited to:				
	a)	Contracting COVID-19 or any other contagious disease;			
	b)	Executing strenuous and demanding physical techniques;			
	c)	Vigorous physical exertion, strenuous cardiovascular workouts and rapid movements;			
	ď)	Exerting and stretching various muscle groups;			
	e)	The failure to properly use any piece of equipment or from the mechanical failure of any piece of equipment;			
	f)	Spinal cord injuries which may render the Participant permanently paralyzed;			
	g)	Serious injury to virtually all bones, joints, ligaments, muscles, tendons and other aspects of the Participant's body or to the Participant's general health and well-being;			
	h)	Abrasions, sprains, strains, fractures, or dislocations;			
	i)	Privacy breaches, hacking, technology malfunction or damage;			
	j)	Concussion or other head injuries, including but not limited to, closed head injury or blunt head trauma;			
	k)	Physical contact with other participants, spectators, equipment, and hazards;			
	I)	Not wearing appropriate safety or protective equipment, such as a helmet;			
	m)	Failure to act safely or within the Participant's ability or within designated areas;			
	n)	Grass, turf, and other surfaces including bacterial infections and rashes;			
	o)	Collisions with fences, poles, stands, and softball equipment;  Negligence of other persons, including other spectators, participants, or employees;			
	p) q)	Weather conditions; and			
	գ) r)	Travel to and from competitive events and associated non-competitive events which are an integral part of the			

We have read and agree to be bound by paragraphs 1 and 3

## **Terms**

- In consideration of the Organization allowing the Participant to participate in the Activities, the Parties agree:
  - a) That the Participant's mental and physical condition is appropriate to participate in the Activities;
  - That when the Participant practices or train in his or her own space, the Parties are responsible for the Participant's surroundings and the location and equipment that is selected for the Participant;
  - c) To comply with the rules and regulations for participation in the Activities;
  - d) To comply with the rules of the facility or equipment;
  - e) That if the Participant observes an unusual significant hazard or risk, the Participant will remove themselves from participation and bring such to the attention of a the Organization representative immediately;
  - f) The risks associated with the Activities are increased when the Participant is impaired and the Participant agrees not to participate if impaired in any way;
  - 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;
  - h) That they are responsible for the choice of the Participant's protective equipment and the secure fitting of the protective equipment;
  - That COVID-19 is contagious in nature and the Participant may be exposed to or infected by COVID-19 and such exposure may result in personal injury, illness, permanent disability or death and voluntarily agree to assume all of the foregoing risks.
- In consideration of the Organization allowing the Participant to participate, the Parties agree:

	a)		elying on any oral or written statements ma dvertisement or in individual conversations	to agree to be involved in the Activities; and	t	
	b)		ot responsible or liable for any damage to t r as a result of the Activities.	he Participant's vehicle, property, or		
_			We have n	ead and agree to be bound by paragraphs 4	-5	
	neral		that the suffice a larger sit against the Companies	tion that course to do so cololy in the		
6.	province	_	·	they file a lawsuit against the Organization, they agree to do so solely in the distributed they further agree that the substantive law of British Columbia will apply without		
7.	The Parties expressly agree that this Agreement is intended to be as broad and inclusive as is permitted by law and that if any of its provisions are held to be invalid, the balance shall, notwithstanding, continue in full legal force and effect.					
Ack	nowledg	ement				
8.	The Part	ies acknowledge that they ily, and that this Agreemen	have read this agreement and understand in the ist to be binding upon themselves, their he egal or personal representatives.	t, that they have executed this agreement eirs, their spouses, parents, guardians, next o	of	
Name of Participant (print)		ticipant (print)	Signature of Participant	Date of Birth		
Name of Parent or Guardian (print)			Signature of Parent or Guardian	_		
Nar Dat		ent or Guardian (print)	Signature of Parent or Guardian			