



## **BEST SPEED BASEBALL ACADEMY RELEASE AND WAIVER OF LIABILITY AND POLICY**

In consideration of being allowed to participate in any way in any Best Speed Baseball Academy (“Best Speed”) program, events or activity, I understand, acknowledge and agree to the following:

1. I agree to comply with any and all rules, regulations, terms and conditions for participation in the program, event or activity. I agree to inspect the equipment and premises to be used prior to participation. If I believe that anything is unsafe, I will inform league officials, team captains, referees or facilities’ owners of the issue and refuse to participate if not corrected.

2. COVID-19: The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is extremely contagious and is believed to spread mainly from person-to-person contact. It is believed that an individual can be infected with COVID-19 without their knowledge and be asymptomatic. Best Speed has put in place preventative measures to reduce the spread of COVID-19. However, Best Speed cannot guarantee that I or anyone else will not become infected with COVID-19, including my spouse, guests, unborn child, or relatives. Participation in a Best Speed athletic sports program(s), related event, or activity, could increase the risk of contracting COVID-19.

By signing this agreement, I ACKNOWLEDGE the contagious nature of COVID-19 and VOLUNTARILY ASSUME THE RISK that I may be exposed to or infected by COVID-19 by participating in a Best Speed athletic sports program(s), related event, or activity and that such exposure or infection may result in personal injury, illness, permanent disability, and death to myself, my spouse, guests, unborn child, or relatives. I understand that the risk of becoming exposed or infected by COVID-19 at a Best Speed athletic sports program(s), related event, or activity may result from the actions, omissions, or negligence of myself or others, including, but not limited to, Best Speed employees, volunteers and program participants.

I UNDERSTAND AND VOLUNTARILY ACCEPT AND ASSUME ALL the foregoing risks related to COVID-19 and accept sole responsibility for any injury or illness that may occur. Further, I UNDERSTAND AND AGREE that this release includes any claims based on the actions, omissions, or negligence of Best Speed, its employees, agents, and representatives, whether a COVID-19 infection occurs before, during, or after participation in any Best Speed athletic program(s), related event, or activity.

### **TEAM PROTOCOLS:**

- All teams should check with their own insurance carriers to ensure they are practicing within the terms of their agreements.
- Ensure all players have signed waivers.
- Be flexible when it comes to game or practice cancellations (do not make reservations that cannot be canceled).
- Keep open and frequent communication with your players and parents.
- Meet with parents to discuss new safety protocols prior to returning to practice or play.

## **COACH PROTOCOLS:**

- Coaches should have a “no penalty” policy for players that do not want to show for practices or games if they are concerned for themselves or family members.
- Limit non-essential team social gatherings in public places.
- Monitor and enforce all team, player, and family safety protocols.

## **PLAYER PROTOCOLS:**

- Practice a “no-touch zone” six-foot distance from other players and coaches.
- During practice, players should not enter dugout and keep personal items at recommended six foot distance. During game situations, players and coaches should look for ways to maintain a safe distance.
- Limit entrance into dugout by non-essential people.
- Consider separating players into squads when it makes sense.
- Wash hands frequently and correctly (coach to allow for breaks during games and/or practices to do this).
- Avoid touching of the face.
- Keep hand sanitizer on the field and use it frequently.
- Do not share food, water bottles, or any equipment such as bats, gloves, etc.
- Limit “courtesy” pickup of bats by catchers or other players when possible (do not grab the bat by the handle of the other players’ bats.)

## **PLAYER/FAMILY PROTOCOLS:**

- Have sick players, coaches, or family members stay at home.
- Practice social distancing in the stands, parking lots, and all field facilities.

Communicate any concerns to the head coach as they arise. I acknowledge and fully understand that as a participant, I will be engaging in activities that involve risk of serious injury, including permanent disability and death, property loss and severe social and economic losses. These risks include, but are not limited to, those caused by: (a) the actions, inactions or negligence of Best Speed participants, volunteers, spectators, coaches, event officials, referees, and organizers; (b) conditions of the premises or equipment used; (c) rules of play; (d) temperature; (e) weather; (f) condition of participants; and, (g) vehicular traffic.

3. I further acknowledge and fully understand that there may also be other risks that are not known or foreseeable at this time. I KNOWINGLY AND VOLUNTARILY ASSUME ALL SUCH RISKS, EVEN IF ARISING FROM THE NEGLIGENCE OF BEST SPEED OR OTHERS, AND I ASSUME FULL RESPONSIBILITY AND LIABILITY FOR MY PARTICIPATION.

4. I, on behalf of myself, my heirs, executors, administrators and assigns, hereby waive, release, discharge, and agree not to sue Best Speed, its managers, members, directors, officers, employees, volunteers, representatives, agents, coaches and referees, and other participants, sponsoring agencies, sponsors, advertisers and if applicable, owners and lessors of equipment and premises used to conduct the programs, events or activities (collectively the Releasees), from any and all claims WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH, or loss or damage to person or property, any liability and expenses WHETHER OR NOT ARISING FROM THE NEGLIGENCE OF THE RELEASEES which I may have or which may subsequently accrue to me, relating to, resulting from or arising out of my use and/or participation in any programs, events or activities of Best Speed, including any injury or damage to my person or property, or to that of any other person or property. My release of liability includes my attendance at any social or charitable event or gathering that may be organized, authorized, or paid for by the

Releasees, individual players, or any league or division organized under the Releasees or their rules, including but not limited to, happy hour gatherings, bar functions, and any pre-game or post-game events or gatherings.

5. I agree to indemnify, defend and hold the Releasees harmless from and against any and all claims for damages, injuries, losses, liabilities and expenses relating to, resulting from or arising out of my participation in any Best Speed program, event or activity.

6. I grant Best Speed permission to use photographs, videotapes, recordings or any other records of me in the event for any legitimate purpose. I will not bring alcohol or illegal drugs to any of the sites.

7. I consent to have medical treatment that may be deemed advisable in the event of injury, accident and/or illness during any program, event or activity. I release Best Speed and all persons participating in any such medical treatment that may be deemed advisable in the event of injury, accident, and/or illness during any program, event or activity. I release Best Speed and all persons participating in any such medical treatment from all responsibility for any such actions.

8. I intend that this Waiver and Release of Liability shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.

IN WITNESS WHEREOF, Participant has read and voluntarily signed this Release, and further agrees that no representations, statements, or inducements apart from the foregoing written agreement have been made. I ACKNOWLEDGE THAT I HAVE READ THIS WAIVER AND RELEASE OF LIABILITY AND I FULLY UNDERSTAND ITS TERMS AND CONDITIONS.

Athlete Name: \_\_\_\_\_

Parent/Guardian Signature: \_\_\_\_\_

Date: \_\_\_\_\_