

RELEASE OF LIABILITY

IN CONSIDERATION OF my child/ward being allowed to participate in any way in EKC CROSS BASEBALL, LLC related events and activities, the undersigned acknowledges, appreciates, and agrees that:
The risks of injury and illness (ex: communicable diseases such as MRSA, influenza, and COVID-19) to my child from the activities involved in these programs are significant, including the potential for permanent disability and death, and while particular rules, equipment, and personal discipline may reduce these risks, the risks of serious injury and illness do exist; and,

1. FOR MYSELF, SPOUSE, AND CHILD, I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my child's participation; and,
2. I willingly agree to comply with the program's stated and customary terms and conditions for participation. If I observe any unusual significant concern in my child's readiness for participation and/or in the program itself, I will remove my child from the participation and bring such attention of the nearest official immediately; and,
3. I myself, my spouse, my child, and on behalf of my/our heirs, assigns, personal representatives and next of kin, HEREBY RELEASE AND HOLD HARMLESS EKC CROSS BASEBALL, LLC; its directors, officers, officials, agents, employees, volunteers, other participants, sponsoring agencies, sponsors, advertisers, and if applicable, owners and lessors of premises used to conduct the event ("Releasees"), WITH RESPECT TO ANY AND ALL INJURY, ILLNESS, DISABILITY, DEATH, or loss or damage to person or property incident to my child's involvement or participation in these programs, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, to the fullest extent permitted by law.
4. I, for myself, my spouse, my child, and on behalf of my/our heirs, assigns, personal representatives and next of kin, HEREBY INDEMNIFY AND HOLD HARMLESS all the above Releasees from any and all liabilities incident to my involvement or participation in these programs, EVEN IF ARISING FROM THEIR NEGLIGENCE, to the fullest extent permitted by law.
5. I, the parent/guardian, assert that I have explained to my child/ward: the risks of the activity, his/her responsibilities for adhering to the rules and regulations, and that my child/ward understands this agreement.

I, FOR MYSELF, MY SPOUSE, AND CHILD/WARD, HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT WE HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

IF YOU AGREE – PLEASE CHECK THE BOX ON THE TRYOUT REGISTRATION FORM.